

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

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.

The Region is divided into Areas. The basis for award for each Area will be the lowest responsive bid for each Area as determined by the Department. Each area will be awarded separately. The areas and locations within are identified on the Appendix A, Schedule of Items.

Contract Administrator: The Contract Administrator for this contract will be:

Jimmie Thibodeau, Transportation Operations Manager
Maine Department of Transportation
41 Rice Street
Presque Isle ME 04736
Phone: 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.

Contractor Requirements

Prior to award the Apparent Successful Bidder must submit proof that they employ at least two persons licensed for Master Oil Burner and/or Solid Fuel Technician, Journeyman Oil Burner and/or Solid Fuel Technician, and Propane and Natural Gas Technician in the State of Maine to perform the work within seven (7) days of the Notice of Intent to Award. The Contractor shall employ at least two persons licensed to perform the work for the duration of the contract.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 24 hours or less when MaineDOT has determined an emergency.

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 maintenance and repair of furnaces.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 24 hours or less when MaineDOT has determined an emergency.

Scope and Specifications of Work to be Performed

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

General Requirements

Service reports stating date, time, technician's name, work completed, location of unit, building #, unit type and noting any obvious problems or recommendations for repairs will be completed and left on site.

Update service log on each unit and indicate date of service, type of service performed and technician's name.

Service and parts needed over and above what is specified in this agreement must be authorized by the MaineDOT prior to any work performance or replacement.

Upon written notification and contract modification, equipment and locations may be changed or deleted, and added at agreed upon prices.

Repair Work

Work covered under the contract is for repairing existing heat and air conditioning units and this contract is not intended to be used for replacing and installing new equipment unless the cost is less than \$750.00. Major or extensive work to systems and replacements will be bid out and contracted separately.

Provide repair work to equipment listed in Appendix A as requested by MaineDOT during regular business hours of 7:00 a.m. to 3:30 p.m. unless otherwise authorized by MaineDOT. Replacement parts shall be billed on an itemized invoice. Contractor is to receive prior approval from the Contract Administrator for parts orders over \$750.00. Miscellaneous items and materials shall not be billed separately but shall be considered incidental to related items.

Response time to emergency work must be within 24 hours of call. Travel time for emergency calls will not be measured for payment and considered incidental to the hourly rate.

Contractor is required to get prior approval from the Contract Administrator in order to invoice for additional technicians and equipment needed to perform work.

Contractors invoices, in addition to invoicing requirements in Appendix B, shall itemize labor and materials used and identify the unit number for all items and materials invoice. MaineDOT had identified each unit per location with a unique number.

Preventive Maintenance Work for Heating Units and Waste Oil Furnaces

Perform preventive maintenance work as described below on equipment at rates bid on the Appendix A worksheet.

Heating Units are to be serviced between October 1, 2019 and November 30, 2019 of the first contracted year and are to be serviced between July 1st and September 30th of the contracted year's hereafter and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating hours unless otherwise authorized. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

Waste Oil Furnaces are to be cleaned on the annual visit and are to be cleaned the first week of each month between November and May.

Preventive maintenance work for Heating Units and Waste Oil Furnaces shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
2. All furnaces and heat exchangers will be cleaned and inspected.
3. All controls will be checked, cleaned and calibrated.
4. All electrical connections will be inspected and tightened if required.
5. All corroded components of the heating system will be cleaned and reported.
6. All units will be started and run through a complete heating cycle to ensure trouble-free operations.
7. All heating equipment will be fired, tested and adjusted for maximum efficiency.
8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
9. All filters will be replaced with pleated filters twice a year, once during the annual service and the second from January 1 to February 1. Waste oil filters shall be changed as needed if more than once or monthly.
10. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
11. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
12. Drive belts will be inspected and replaced as required.
13. Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.

Preventive Maintenance Work for Ventilation and Air Conditioning Units

Ventilation and Air Conditioning Units are to be serviced annually between May 1st and May 31st of each contracted year starting in 2020 and must be scheduled and coordinated prior to this date with MaineDOT Contract Administrator or contact listed for each location.

Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Preventive maintenance service to Ventilation and Air Conditioning Units shall include but is not limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed from dust.
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative equipment will be identified and reported immediately.
12. The refrigerant will be tested and charged if needed.

Basis of Award

The Region is divided into Areas. The basis for award for each Area will be the lowest responsive bid for each Area as determined by the Department. Each area will be awarded separately. The areas and locations within are identified on the Appendix A Worksheets.

Method of Measurement and Basis of Payment

The estimated hours for Repair/Emergency Work in no way guarantees that the MaineDOT will assign Work for any or all of the total amount.

For Preventative Maintenance Work/Repair/Emergency Work, the Contractor shall be paid by the hour for each accepted hour Work is performed for the Department. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. The total amount of hours will be rounded off to the nearest ¼ hour. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid. Accepted quantities will be paid for at hourly rates bid which shall include full compensation for all equipment, labor, materials and incidentals required. Regular hourly rate will be applied to the hours of Monday through Friday from 7 AM to 3:30 PM. Premium hourly rate will be applied to the following:

- Emergency work after 3:30 PM and before 7AM
- Weekend work on Saturday and/or Sunday
- Work after 8 hours

Replacement parts shall be billed on an itemized invoice. Parts will be paid for up to \$750 per repair without approval and greater than \$750 with approval.

Allowable Work Times

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.

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. 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.
- H. Fails to obtain prior approval from the Contract Administrator when specified in the contract.
- I. Fails to perform Quality Work. If the Department determines that the Contractor should return to the same location, same furnace, to resolve the same original issue within 30 Heating Days then the Work performed was not Quality Work. Heating days will be measured from October 15 through April 15.
- J. Fails to submit proper invoices identifying work and unit or does not complete and submit accurate service reports and service logs.

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.

Appendix A
MaineDOT Region 5 HVAC Schedule of Items

Contractor _____

Preventative Maintenance Work on Heating units is to be done between October 1, 2019 and November 30, 2019, and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.
The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

Locations and Equipment					
Town	Address	Quantity	Unit	Model #	
Medway	185 Grindstone Rd	2	Magic Chef Furnaces	L13-350G12	
		2	Beckett Burner	SF	
Medway Waste Oil	185 Grindstone Rd	2	Draft Inducers	I	
		1	Clean Burn Furnace	CB1800	
Medway Rest Area	I-95 North and South	1	Clean Burn Furnace	CB500	
		4	Moldline Heaters	PD50AE0185	
Macwahoc	51 Silver Ridge Rd	4	Cook Air Exchangers	60 TCNB	
		1	Power Matic Furnace	CF400	
		1	ABC Burner	935777	
		1	Therm Oval Boiler	VTF-801	
		1	Beckett Burner	SF	
		1	Draft Inducer	I	
Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 1					
			Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Regular hourly rate			Est Hrs 150	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)			Est Hrs 30	\$	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)					\$3,000.00
TOTAL BID FOR AREA 1					\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ Date _____
Print Bidder's Name and Title _____

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MaineDOT Region 5 HVAC Schedule of Items**

Contractor _____

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The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

AREA 2					
Locations and Equipment					
Town	Address	Quantity	Unit	Model #	
Crystal	809 Crystal Rd	1	Cox Furnace	HO300	
		1	Beckett Burner	AFG	
		1	NY Boiler	WH 171	
Oakfield	259 Oakfield Smyrna Rd	1	Beckett Burner		
		2	Magic Chef Furnace	L1350C12	
		2	Beckett Burners	SF	
Sherman	12 Qualey Rd	1	Magic Chef Furnace	L13-350G12	
		1	Beckett Burner	SF	
		1	Bock Hot Water Heater	32E	
Oakfield Waste Oil	259 Oakfield Smyrna Rd	1	Bock Burner	MSR	
		1	Clean Burn Furnace	CB 1800	
		1	Clean Burn Burner	CB500	
Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 2					Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Regular hourly rate					\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)					\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)					\$3,000.00
TOTAL BID FOR AREA 2					\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____

Date _____

Print Bidder's Name and Title _____

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Contractor _____

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The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

AREA 3						
Locations and Equipment						
Town	Address	Quantity	Unit	Model #		
New Limerick	165 Station Rd	1	Cox Furnace	HO300		
		1	Beckett Burner	SF		
Amity	777 US Route 1	1	Hallamirk	HSD140		
		1	Beckett Burner	A+AF		
Houlton	159 Bangor St	2	Metromatic Furnace	HB/SU 275		
		2	Beckett Burner	AFG		
Houlton Waste Oil	159 Bangor St	1	Clean Burn Burner	CB500		
		1	Clean Burn Furnace	CB2500		
Houlton Office	159 Bangor St	2	Rinnal Propane Units	556F		
Houlton Office	28 Darcie Rd	2	Bard Propane Units	WAG26GA54CX		
Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 3					Estimated Quantity	Unit Price
Hourly rate for repair/emergency services - Regular hourly rate					Est Hrs 40	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)					Est Hrs 20	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)						\$3,000.00
TOTAL BID FOR AREA 3						\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____

Date _____

Print Bidder's Name and Title _____

Appendix A
MaineDOT Region 5 HVAC Schedule of Items

Contractor _____

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The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

AREA 4						
Locations and Equipment						
Town	Address	Quantity	Unit	Model #		
Springfield	620 Main St	1	Cox Furnace	HO300		
		1	Beckett Burner	SF		
		1	Williamson Furnace	T167-15-2		
Topsfield	35 South Rd	1	Beckett Burner	AFG		
		1	Magic Chef Furnace	LG14-350		
		1	Beckett Burner	SF		
		1	Draft Inducer	I		
Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 4						
				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Regular hourly rate				Est Hrs 40	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)				Est Hrs 20	\$	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)						\$3,000.00
TOTAL BID FOR AREA 4						\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ Date _____
Print Bidder's Name and Title _____

Appendix A
MaineDOT Region 5 HVAC Schedule of Items

Contractor _____

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Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.
The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

AREA 5				
Locations and Equipment				
Ashland	25 Masardis Rd	2	Riello 40 Burner	
		2	Buderus G315 Boiler	GE 315/5
Caribou	145 Bennett DR	4	COX Furnaces	HO300
		4	Beckett Burners	AFG
Caribou Waste Oil	145 Bennett Dr	1	Clean Burn Furnace	CB1800
		1	Clean Burn Burner	CB500
		1	Clean Burn Burner	CB500
		1	Clean Burn Furnace	CB3250
		1	Burnham Boiler	V11H
Caribou	145 Bennett DR	1	Burnham Boiler	V1109
		2	Beckett Burner	CF2300A
Fort Fairfield	86 High St	1	Brock Hot Water Heater	IB-30
		1	Beckett Burner	
		2	Magic Chef	L13-350C12-3
		2	Beckett Burner	SF
		7	Grinnell Thermolier Heaters	
Presque Isle	33 Spruce St	1	Well-McLain Boiler	
		1	Carlin Burner	800GRD
		1	Circulator Pump	143TZ
		2	Sid Harveys Circulator	1101H
		1	Lift Pump	UPH485177290J
Presque Isle	41 Rice St	1	Well-McLain Boiler	478
		1	Carlin Burner	201-GRD-W
		2	B&G Circulator Motors	
		2	Fujitsu Heat Pumps with 10 head units total	AOU36RLXFZH
		1		AOU24RLXFZH
Presque Isle	Project Dev. Building	1		AOU18RLXFZH
		2	Bard Propane Units	WAG26G-A54CX
		1	Magic Chef	L13-350C12-3
		1	Beckett Burner	SF
		1	Fujitsu Heat Pump with 3 head units	AOU24RLXFZH
Mobile Office Trailer	157 Presque Isle Rd	1	Cox Furnace	HO300
		1	Beckett Burner	AFG
		1	Western Burner	JB10-07-RM7895C-HJUL
Woodland	175 Morse Rd	1	Smith Boiler	28A-8 SERIES
		1	LEESON Circulator Motor	C145K17DK9C
		3	Smith Circulator Motors	
		2	Taco Circulators	009-FS
		1	Trane MCC Unit	MCCA021UB0A00000U

Appendix A

Contractor _____

AREA 5 (continued)

Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 5	Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Regular hourly rate	Est Hrs 40	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)	Est Hrs 20	\$	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)			\$3,000.00
TOTAL BID FOR AREA 5			\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Print Bidder's Name and Title

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Contractor _____

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The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
Do not make handwritten changes to the bid documents.

AREA 6

Locations and Equipment						
Town	Address	Quantity	Unit	Model #		
Fort Kent	14 Mills Rd	1	Cox Furnace	HO300		
		1	Beckett Burner	SF		
		1	Metromatic Furnace	HB/SU 275		
		1	Beckett Burner	AFG		
Van Buren	271 State St	1	Magic Chef Furnace	L13-350C12-3		
		1	Sunray Burner	93C-2-LC		
		1	Lochinvar Domestic Hot Water	BRE030		
		1	Beckett Burner	A and AF		
Madawaska	41 Fournier Rd	1	Williamson Furnace	T167-15-2		
		1	Williamson Burner	02-693		
		1	Breckett Burners	SF		
		1	Magic Chef Furnace	L13-350G12		
Hourly Rates for Preventative Maintenance Repair/Emergency Service for all locations in Area 6						
				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Regular hourly rate				Est Hrs 40	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)				Est Hrs 20	\$	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)						\$3,000.00
TOTAL BID FOR AREA 6						\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ Date _____

Print Bidder's Name and Title _____

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Contractor _____

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MOBILE STRIPER VEHICLE BURNERS - Repairs and Emergency Work				
	Mobile Striper Vehicle Plate #	Unit	Estimated Quantity	Unit Price
Regionwide in Region 5 MaineDOT Mobile Striping Trucks with furnace on body of vehicle	Plate T07-114	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000		
	Plate T07-115	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000		
	Plate T07-116	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000		
	Plate T07-118	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000		
	Plate T07-119	Becket ADC 12 volt oil burner Btu's are 105,000 -350,000		
Hourly Rates for Preventative Maintenance Repair/Emergency Service for Mobile Striper Vehicle Burners in Region 5			Estimated Quantity	Unit Price
Hourly rate for repair/emergency services - Regular hourly rate			Est Hrs 15	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)			Est Hrs 20	\$
TOTAL BID FOR MOBILE STRIPER VEHICLE BURNERS IN REGION 5				\$

All Parts will be supplied by MDOT

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ Date _____

Print Bidder's Name and Title _____

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 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 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.

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 Work location, Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

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

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 Analysis of Bids Amend this Section by adding the following:

"103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose.”

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”.

103.5 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.”