

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- **Bidder must bid all Items.**
- 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.

Item Description	Estimated Quantities & Units	Unit Price (\$/Per SF)	Total Bid Amount
Service (includes both air dryer systems)	3 services per year	\$	\$
Annual Service (includes both air dryer systems)	1 service per year	\$	\$
24 Month Service Desiccant Air Dryer Service	1 service	\$	\$
30 Month Desiccant Air Dryer Service	1 service	\$	\$
Repair/Emergency Work	40 Hours per year	\$	\$
TOTAL BID AMOUNT			\$

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

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

(Print Respondent's Name and Title)

Signature

Contract Administrator The Contract Administrator for this contract will be:

Michael Thompson, Transportation Operations Manager
Maine Department of Transportation
291 Hogan Road
Bangor, ME 04401
(207) 941-4500 or 207-712-6604

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.

Scope and Specifications of Work to be Performed

The Contract is for the servicing and maintaining Ingersoll Rand Air Dryer System and Desiccant Air Dryer System located at the Penobscot Narrows Bridge on Verona Island.

Allowable Work Times: This system is in a secured area and a MaineDOT employee shall be present. The Contractor shall perform work only during the following times – Monday through Friday from 8:00 am through 2:00 pm, except for the Contractor may not perform work on state holidays nor state government closure days. The Contractor shall contact Maine DOT at least 48 hours in advance to schedule all quarterly, annual, 24 month, 30 month services and planned maintenance and repair work. Dates and times for all work, including emergency work, must be mutually agreed upon by the Department and the Contractor in order for the facility to be opened and for a Department employee to be present.

A. Preventive Maintenance Work

The Contractor shall perform the Quarterly and Annual Scheduled Maintenance for the air dryer system, plus the special 24 and 30- month servicing of the Desiccant Air Dryer.

The following attachments are hereby incorporated in to this Contract by reference:

Maintenance Schedule for IRN30H-CC with Serial # BN166U10048

Maintenance Schedule for D299IM with serial # 10DME1049

Service reports stating date, time, technician's name, work completed 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.

Preventive maintenance work to each unit shall include but not limited to the requirements developed by the manufacture.

B. Repair/Emergency Work

In addition to regularly scheduled service, The Contractor shall make all necessary repairs and advise MaineDOT of upcoming and necessary maintenance or repairs expected. The Contractor shall not begin performing any additional work beyond the regularly scheduled services without first obtaining written approval from the Department. In the event of additional work, the Contractor shall present and explain the additional work to the Department and any item not contained in the "Schedule of Items" will be decided and agreed upon between the MaineDOT and the Contractor prior to beginning additional work.

Major or extensive work to systems and replacements may be contracted separately under the discretion of the Department.

When the MaineDOT designates work as emergency work, the Department may require the Contractor to respond and be on site within 24 hours of the initial contract by the Department. Travel time for emergency calls will be measured for payment and considered at the hourly rate.

C. Parts

All parts shall be genuine Ingersoll Rand Products, including all components and all fluids shall be Ingersoll Rand or the brand of fluid recommended by Ingersoll Rand.

Contract Time the Contractor will be allowed to commence work on or after the execution date.

This Contract shall be for a period of one (1) year, with the ability to extend Contract by Mutual Agreement an additional 5, one (1) year periods.

Units are to be serviced annually between August 30th and October 1st of the contracted year and must be scheduled and coordinated prior to this date with the Department Contract Administrator.

The Contractor shall perform the next regular service at 3 months intervals which will be due on or about December 1, 2019, March 01, 2020, June 1, 2020 for both air dryer systems.

The 24-month maintenance schedule will be on or about June 01, 2020 and June 01,2022. The 30-month maintenance schedule will be due on or about December 01,2020 servicing of the Desiccant Air Dryer shall be scheduled based the date the unit was put into service. Scheduled service work required based upon operating hours shall be performed at the nearest quarterly scheduled maintenance.

Contractor Requirements

Prior to award the Apparent Successful Bidder may be required to submit proof that they employ at least two persons trained and certified to perform the work within 7 days of the Notice of Intent to Award. The Contractor shall employ at least two persons certified to perform the work for the duration of the contract.

The dryer systems are Ingersoll Rand and only trained and qualified technicians by Ingersoll Rand or on similar equipment will be allowed to work on this critical equipment.

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.

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 Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 7 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

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. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.

- H. 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.
- I. Failure to provide information requested by the Department pursuant to this Special Provision.
- J. 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).
- K. 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.
- L. 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, Payment and Invoices

MaineDOT shall be invoiced for work completed. A list of components used with part numbers and the quantities, amount of labor plus travel time all separated.

A description of work completed, fluid samples taken and reports of tests, shall be forwarded to MaineDOT in Bangor. The hour meter reading shall be on all reports made to MaineDOT.

MaineDOT shall receive a short condition of equipment upon the completion of the preventative and the annual inspection. This short report may be added to the invoice.

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 Repair/Emergency Work, the Contractor shall be paid by the hour for each accepted hour Work is performed for the Department. Mobilization or Travel time to and from the work site(s) will be considered 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. 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.

For Preventative Maintenance Work, the Department will pay for the accepted quantities of Preventative Maintenance Work at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials and incidentals for performing the work identified in this contract. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. Truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones and overhead expenses shall be considered incidental to the unit prices.

Contractor's 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 invoiced. Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items.

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 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 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 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."

103.1.1 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”.

103.5 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 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.”