

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF 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.

Bidders are required to bid all Items.

Description	Estimated Quantities & Units	Unit Price \$	Bid Amount \$ Est Quantity X Unit Price
Annual Monitoring, Regular Maintenance, Support & Service of Trane Building Automation System & Controls as specified in Appendix A, A. Scope & Specifications of Work to be Performed, for 66 Industrial Drive, Augusta location	1 Lump Sum	\$ _____	\$ _____
Hourly Rate - Hourly rate for Additional Work and Repair Work, not included in the above lump sum price, at this site, (7:00am – 4:00pm)	Estimate 25 hours	\$ _____ Per Hr.	\$ _____
TOTAL BID			\$ _____

- 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)

AS BUILT PLANS AND TRANE CONTROL SPECIFICATIONS

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the Plans, Specifications, all Bid Amendments, and all other Bid Documents; (B) examining the As Built Information, Record Document Drawings, the MaineDOT 66 Industrial Drive Trane Building Automation System and Control Specifications and all other information provided or referenced in the Bid Documents; (C) communicating with the Department as provided in Section 102.5 - Communication Before Bid Opening.

The Department has made available as-built plans. The system was installed new in 2014. The Bidder shall be responsible to verify all existing conditions and equipment. Bidders are obligated to examine and obtain existing equipment, system and condition information. The MaineDOT 66 Industrial Drive Trane Building Automation System and Control Specifications and Record Document Drawings may be accessed at the Department's web site. The Department shall not be responsible for the Bidders' and Contractors' interpretations of or estimates or conclusions drawn from the As Built Information and Specifications. Data provided may not be representative of the actual current conditions and equipment.

HVAC Controls and Building Automation System Maintenance & Monitoring Services

The MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT 66 Industrial Drive Facility in Augusta, with maintenance, system analysis and review, repair and monitoring services for the HVAC Controls and Building Automation System. The contract will be awarded for a one (1) year period starting on the Contract execution date, with the option to extend up to three (3) additional years on an annual basis at the Department's discretion. One contract will be awarded for all Work.

The facility at 66 Industrial Drive was reconstructed and all new systems installed during the fall of 2014. This contract does not guarantee the annual amount for services.

Contract Administrator the Contract Administrator for this contract will be:

Mike Colson
MaineDOT, Fleet Services
66 Industrial Drive, 26 State House Station
Augusta, Me. 04333
Telephone # 207-624-8207

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

The Contractor must have knowledge and prior experience maintaining and repairing Trane Building Automation System, controls, end devices and accessories to include the Tracer SC system controller, software, networking and possess the ability to maintain current software and provide updates as required.

Any contractor employee working on the system shall possess all necessary licenses as required by the State of Maine such as boiler operator, electrician, and/or plumber licenses.

The Department shall request Contractor to submit copies of licenses or certificates when required by the State of Maine, the manufacturer or by the Department. As a condition for Award of the Contract, the Department may require an apparent successful Bidder to demonstrate to the Departments satisfaction that the bidder is responsible and qualified to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation regarding Work experience and scope to be considered for the award of this contract. This requirement includes written documentation of the experience of the General Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience including;

1. the name of the owner for whom the work was performed,
2. the name and telephone number of a contact person,
3. a description of the work performed,
4. the total cost of each project, and
5. the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed.

Said experience shall include, as a minimum, at least one (1) project of equal or greater complexity as the work required by this Contract completed in the last (5) years. A statement of the bidder's qualifications that includes the personnel and equipment available for the work, shall be included.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder must 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 available evidence or information satisfies the Department requirement that the bidder is qualified and has the experience, personnel and equipment and has completed projects of a similar size and scope to properly carry out the terms of the Contract. This review does not modify the Contractor's duty to comply with the contract documents.

The Department may determine:

1. Bidder is not qualified to properly carry out the terms of the Contract and the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.
2. Bidder qualified and submission reviewed with notes, no resubmission required
3. Bidder qualified and submission reviewed with notes resubmission required.

The Contractor shall have the necessary personnel and equipment mobilized and be on site within 2 hours or less when MaineDOT has determined an Assignment is an emergency.

The Contractor must provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency services.

The Contractor shall:

- Work effectively with minimum supervision.
- Adhere to of all national and local Codes, Industry Standards and OSHA requirements and have the knowledge to do so.
- Provide all tools and equipment needed to perform required duties.
- Provide a reliable service truck to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- Comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties.
- Adhere to the Contractor's comprehensive Lockout/Tagout policy and have the knowledge and willingness to do so.

Contract Time

The Contract will commence work on December 1, 2019, or upon Contract execution, whichever is latest. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all terms of the contract for up to three (3) additional one (1) year periods.

Scope and Specifications of Work to be Performed – Work is to include but not limited to the following:

A. Annual Monitoring, Regular Maintenance, Support & Service

1. System analysis and review:
 - a. Review the building automation system to minimize software problems, identify and correct programming errors, failed points, points in alarm and points that have been overridden.
 - b. Software optimization to improve system efficiency and assure compliance to specified conditions.
 - c. Contractor to schedule monthly on-site visits with MDOT personnel to review the system and address questions and concerns that may arise.
 - d. Monthly reports of system operations and recommendations for adjustments/improvements for system efficiency, as a minimum, are to be submitted to the Contract Administrator.
2. Control Loop Tuning:
 - a. Perform loop tuning to assure the system is operating at peak performance for the appropriate season.
 - b. Make manual changes during the heating and cooling season to accommodate current comfort requirements.
 - c. The operation of mechanical loop components is to be verified.
3. Operation Verification and Assessment
 - a. Assure the system is operating as intended.
 - b. Assessment to include manual override discoveries, correct scheduling discrepancies and set point values evaluated.
4. Software updates and Database Backup
 - a. Maintain current and archived backups of all vital Tracer SC datasets to expedite system recovery and restoration to the last known set-up.
 - b. The latest service pack updates are to be downloaded and installed to existing software version as available.
5. Control Operator Training for MDOT users
 - a. During regularly scheduled visits, the Contractor's Technicians are to work with MDOT personnel to develop their skills and proficiencies to ensure they fully understand how to effectively use the system.
6. System Monitoring and Alarm Notification
 - a. Provide continuous monitoring of the complete system – 24/7 365 days a year.
 - b. Automated customer notification of system issues and alarms immediately via email, text and voice.
 - c. Archive and report critical alarm data.

- B. Repair Work** – Shall include Work not included in Annual Monitoring, Regular Maintenance, Support and Service. Each specified task or amount of work shall be an “Assignment”. Contractors are required to accept and perform all Assignments. The Department and the Contractor shall mutually agree to scope and schedule prior to the Contractor beginning the Assignment. The Contract Administrator for or their designated representative must approve all Repair Work, prior to the Work being performed. The scope of work covered under this contract includes repairing existing controls, software, and accessories and is not intended to be used for replacing and installing new equipment or software. Major or extensive work to systems and replacements, as determined by the Department, will be bid and contracted separately.
- C. Additional work:** All requests for work that will require additional payment must be in writing. Work will not start until approval is in writing from the owner’s representative. Failure to obtain written approval may result in non-payment. Emergency repairs may be made without prior authorization when Facility and employee safety, or damage due to freezing/climate conditions are a concern. In situations as this, make the repairs to protect the employees’ safety and the facility, and immediately contact the Department. Unless otherwise noted, request for additional work must be made two weeks prior to the work being started.

Allowable Work Times

The Contractor shall perform work at 66 Industrial Drive only during the following times Monday through Friday, 7:00 AM through 4:00 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

The Contractor may choose to perform work outside Straight Time hours of operation for their convenience with prior approval from the Contract Administrator or their designee. The Contractor will be reimbursed for this work at straight time rates. Work is to be performed during MaineDOT operating hours when at 66 Industrial Drive unless otherwise authorized by the Contract Administrator.

Measurement and Payment

Annual Monitoring, Regular Maintenance, Support and Service will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, training and other incidentals necessary to perform the Work. Payment of the lump sum contract price will be made in 12 equal payments as billed by the Contractor.

The Contractor will be paid for approved and accepted Repair Work and Additional Work by the hour for each hour Repair Work and Additional Work is performed at the

Hourly Rate contract unit price per hour. Hourly Work will be measured as Straight Time when the work is performed Monday through Friday from 7:00 AM to 4:00 PM and be paid at the Hourly Rate contract unit price per hour.

Hourly Work will be measured as Overtime when the work hours occur on Saturday or extend after 4:00 PM or before 7:00 AM Monday through Friday. Overtime will be paid at the Hourly Rate contract unit price per hour at time and $\frac{1}{2}$.

Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday or a holiday as defined in Appendix B. Sundays and Holidays will be paid at the Hourly Rate contract unit price per hour at double time.

No expenses, mileage, meals or phones will be paid.

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 job site and picking up any parts and materials will be considered incidental.

Mobilization will not be paid for separately and shall 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 amount of hours will be rounded off to the nearest $\frac{1}{4}$ hour.

The Contractor shall not begin performing any additional work beyond the scope and requirements listed in the Assignment and Appendix A, without first obtaining written approval from the Department. In the event of additional work, the Contractor must present a written proposal to perform the additional work to the Department. The proposal should provide justification for the necessity of the additional work and estimated cost of parts, material and labor.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The contractor shall furnish all necessary tools, equipment, labor and materials for all services considered Additional Work.

Payment for replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) plus an additional mark-up of 15%. The cost associated with the replacement part(s) shall not include installation. Installation cost will be paid for at the appropriate hourly labor rate bid price. Payment for the shipping and handling of replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) with no mark-up

allowed. Miscellaneous items and materials such as rags, gloves, cleaning chemicals shall not be billed separately, but shall be considered incidental to related items. The Department reserves the right to require the Contractor to obtain competitive quotes for parts, where applicable.

MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.

The Contractor shall submit an itemized invoice for hourly rate work to the Contract Administrator for services monthly, or at the completion of the Work for approval and payment. The Department will pay for accepted Work based upon prices bid and complete and correct invoices.

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 in accordance with the terms of this Contract.

Subcontracts

Subcontracting must be in compliance with Standard Specifications. The Contractor shall perform at least 90% of the value of the Work with its own Work force.

The Contractor is responsible for assuring that its Subcontractors have sufficient skill and experience to perform the Work properly and for coordinating and managing its Subcontractors to achieve the intent of the Contract. The Department, upon written notice to the Contractor, may require that the Contractor discharge any Subcontractor without cost or liability to the Department. All subcontracts of the Contractor, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract. If requested by the Department, the Contractor shall provide the Department with copies of any subcontract or other document that establishes the relationship of the Contractor and any Subcontractors. Subcontractors shall provide signed, valid, and enforceable certificate(s) of insurance with each Subcontract that will comply with The State of Maine, Department of Transportation Standard Specifications under Section 110.3 Insurance including Workers' Compensation, Commercial General Liability and Automobile Liability.

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 of Assignment The Contractor is in Default of the Assignment if **the Department determines that** the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements or Scope and Specifications of Work to be Performed*.
- 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 2 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 **Department determines that 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 2 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 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.”

103.5.4 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.”