



APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

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.

Bidder is required to bid all Items.

Contractor Name _____

Field Operations Personnel

Item Number	Item Description	Unit of Measure	Unit Price
1	Project Manager	Hour	
2	Project Supervisor	Hour	
3	Foreman	Hour	
4	Chemist	Hour	
5	Equipment Operator	Hour	
6	Vacuum Truck Driver	Hour	
7	Box truck Driver	Hour	
8	Technician	Hour	
9	Mechanic	Hour	
10	Certified Tank Installer	Hour	

Health & Safety Materials / Expendables

Item Number	Item Description	Unit of Measure	Unit Price
1	Dexsil Test Kit	Each	
2	Nitrile Gloves	Box	
3	Suit, Standard White Tyvek	Each	
4	Level C PPE	Man/Day	
5	Level B PPE	Man/Day	
6	4-Gas Meter	Day	
7	Confined Space Equipment	Man/Day	

Field Service Materials, Supplies & Equipment

Item Number	Item Description	Unit of Measure	Unit Price
1	DOT Approved 55-g Steel Drum - Closed top	Each	
2	DOT Approved 55-g Steel Drum - Open top	Each	
3	DOT Approved 30-g Steel Drum – Open Top	Each	
4	DOT Approved 30-g Steel Drum – Closed Top	Each	
5	DOT Approved 85-g Steel Drum Overpack	Each	
6	DOT Approved 55-g Poly Drum- Closed top	Each	
7	DOT Approved 55-g Poly Drum- Open Top	Each	
8	DOT Approved 30-g Poly Drum- Closed top	Each	
9	DOT Approved 30-g Poly Drum -Open Top	Each	
10	DOT Approved 15-g Poly Drum- Open Top	Each	

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11	DOT Approved 15-g Poly Drum- Closed Top	Each	
12	DOT Approved 85-g Poly Drum Overpack	Each	
13	DOT Approved 5-g Screw top Pail	Each	
14	T-Pack with Liner	Each	
15	4' Bulb Box	Each	
16	8' Bulb Box	Each	
17	Nylon Haz Pack	CY	
18	Vermiculite	Bag	
19	Negative Air Machine	Day	
20	Mercury vacuum	Day	
21	Concrete Saw	Day	
22	Jackhammer	Day	
23	HEPA Wet/Dry Vacuum	Day	
24	Core Drill	Day	
25	Chainsaw	Day	
26	Cleaner, Simple Green Degreasing Agent	Gallon	
27	Poly, 6-mil Clear Bags	Each	
28	Poly, 6-mil Sheets (20'x100')	Each	
29	Sorbent Pads (18" x 18")	Bale	
30	Sorbent Booms (5")	Bale	
31	Speedi Dri	Each	
32	Compressor	Day	
33	Pressure Washer/hotsy	Day	
34	Transfer Pump	Day	
35	Box Truck - Hazardous Waste Permitted	Hour	
36	Utility/Field Truck	Hour	
37	Dump Truck - 6 wheel	Hour	

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38	Dump Truck - triaxle	Hour	
39	Dump Truck -10 wheel	Hour	
40	Roll-Off Truck w/Rig	Hour	
41	Roll-Off Rental- Non-Hazardous	Day	
42	Roll-Off Rental- Hazardous	Day	
43	Roll-Off Liner	Each	
44	Vactor - Carbon Steel w/12 CY Capacity	Hour	
45	Vactor Hose/Roll	Each	
46	Vacuum Trailer	Hour	
47	Vacuum Truck	Hour	
48	Fire Hoses & Wash Out	Each	
49	Backhoe (JD410, 580D, 590E)	Hour	
50	Equipment/Spill Trailer	Hour	
51	Excavator - Large	Hour	
52	Excavator - Mini	Hour	
53	Excavator – Large Mobilization	Each	
54	Uniloader/Skid Steer	Hour	
55	Box trailer & Tractor Hazardous Waste Permitted	Hour	
56	Gravel	CY	
57	Loam	CY	

Disposal Services

Item Number	Item Description	Unit of Measure	Unit Price
1	Empty Non-RCRA Drum	Drum-30	
2	Empty Non-RCRA Drum	Drum-55	
3	Gasoline	Drum-30	
4	Gasoline	Drum-55	
5	Gasoline & Water	Drum-30	
6	Gasoline & Water	Drum-55	
7	Oily Solids (Non-RCRA)	Drum-30	
8	Oily Solids (Non-RCRA)	Drum-55	
9	Diesel	Drum-30	
10	Diesel	Drum-55	
11	Diesel Fuel/Water (Non-RCRA)	Drum-30	
12	Diesel Fuel/Water (Non-RCRA)	Drum-55	
13	Waste Oil/Water (Non-RCRA)	Drum-30	
14	Waste Oil/Water (Non-RCRA)	Drum-55	
15	Antifreeze/Coolant (Non-RCRA)	Drum-30	
16	Antifreeze/Coolant (Non-RCRA)	Drum-55	
17	Rust Lick	Drum-30	
18	Rust Lick	Drum-55	
19	Paint Wastes Liquids/Thinners - no solid content	Drum-30	
20	Paint Wastes Liquids/Thinners - no solid content	Drum-55	
21	Paints Wastes Liquids/Thinners – High solid content	Drum-30	

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22	Paints Wastes Liquids/Thinners – High solid content	Drum-55	
23	Latex Paint Wastes	Drum-30	
24	Latex Paint Wastes	Drum-55	
25	Lead Batteries - Leaking	Drum-30	
26	Lead Batteries - Leaking	Drum-55	
27	Lead Batteries – In tact	Pound	
28	Alkaline Batteries (Non- RCRA)	Pound	
29	Lithium/Mercury/Silver Oxide Batteries	Pound	
30	NiCad/NiMH Batteries	Pound	
31	Mineral Spirits	Drum-30	
32	Mineral Spirits	Drum-55	
33	Paint Chips/Debris	Drum-30	
34	Paint Chips/Debris	Drum-55	
35	Gas Contaminated Solids	Drum-30	
36	Gas Contaminated Solids	Drum-55	
37	Aerosols	Drum-30	
38	Aerosols	Drum-55	
39	Mercury devices	Pound	
40	Metallic Mercury	Drum-5	
41	Fluorescent Bulbs	Foot	
42	Ballasts – Non-PCB	Pound	
43	PCB Ballasts	Pound	
44	Coated Fluorescent Bulbs	Each	
45	Light Bulbs – HID/HPS/Metal Halide/Mercury Vapor	Pound	
46	Light Bulbs – U- Bend/Circuline/Compact (CFL)	Each	

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47	Incandescent/Halogen Bulbs	Each	
48	Broken Bulbs	Pound	
49	Silver Nitrate Solution	Drum-5	
50	Parts Washer Solvent (RCRA)	Drum-30	
51	Parts Washer Solvent (RCRA)	Drum-55	
52	ATR High Flash Parts Washer Solvent (Non-RCRA)	Drum-30	
53	ATR High Flash Parts Washer Solvent (Non-RCRA)	Drum-55	
54	Aqueous Parts Washer Solvent (Non-RCRA)	Drum-30	
55	Aqueous Parts Washer Solvent (Non-RCRA)	Drum-55	
56	Lead Contaminated Wash water (RCRA)	Drum-30	
57	Lead Contaminated Wash water (RCRA)	Drum-55	
58	Lead Contaminated Wash water (Non-RCRA)	Drum-30	
59	Lead Contaminated Wash water (Non-RCRA)	Drum-55	
60	Pesticide/Herbicide & Pads	Drum-15	
61	Pesticide/Herbicide & Pads	Drum-30	
62	Calcium Chloride (Non-RCRA)	Drum-55	
63	Salt Brine (Non-RCRA)	Drum-30	
64	Salt Brine (Non-RCRA)	Drum-55	
65	Steel Shot/Sandblast Grit (Non-RCRA)	Drum-30	
66	Steel Shot/Sandblast Grit (Non-RCRA)	Drum-55	
67	Steel Shot/Sandblast Grit with Lead (RCRA)	Drum-30	
68	Steel Shot/Sandblast Grit with Lead (RCRA)	Drum-55	
69	Floor Drain Holding Tank Wastewater (Non-RCRA)	Gallon	
70	Calcium Chloride (Non-RCRA)	Drum-55	

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71	YPS (Potassium Chromate)	Drum-5	
72	RCRA/D002 Lab Pack	Labpack-5	
73	Non-RCRA Lab Pack	Labpack-5	
74	Boron Fluoride	Labpack-5	
75	LabPack - paint cans	T-pack-55	
76	LabPack Oxidizers	Labpack-5	
77	Ethyl Alcohol	Labpack-5	
78	Freon Appliances	Each	
79	Underground tanks <8,000 gallons - fiberglass	Each	
80	Underground tanks <8,000 gallons - fiberglass	Each	
81	Underground tanks >8,000 gallons - steel	Each	
82	Underground tanks >8,000 gallons - steel	Each	
83	Oil/Water Separator Liquids	Gallon	
84	Oil/Water Separator Liquids, Solids 5-10%	Gallon	
85	Oil/Water Separator Liquids, Solids 10-15%	Gallon	
86	Oil/Water Separator Liquids, Solids 15-25%	Gallon	
87	Oil/Water Separator Liquids, Solids 25-40%	Gallon	

- **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)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

See bid instructions on page three of the bid book.

Contractor Requirements and Post-Bid Pre-Award Qualifications:

After Bid Opening and as a condition for Award of the Contract, the Maine Department of Transportation (MaineDOT) may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work. If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

The Bidder shall submit proof they are licensed by the Maine Department of Environmental Protection (DEP) and the United States Environmental Protection Agency (USEPA) for hazardous and special waste transportation. The Bidder must also provide copies or other evidence of all necessary State and Federal licenses or permits required for the transportation of hazardous and special waste, waste management and emergency response including, but not limited to, the following:

- Evidence of a valid State Hazardous Waste Transporter's License;
- Evidence of a valid State Special Waste Transporter License;
- Evidence of authorization from the Interstate Commerce Commission and the appropriate State Agency to operate as a common carrier;
- Evidence of a valid, satisfactory United States Department of Transportation (USDOT) Motor Carrier Safety Rating; and
- Evidence of a valid Federal (USDOT) Hazardous Materials Certificate of Registration.

Additionally, the Bidder may be required to submit the following:

- Evidence Bidder has been performing hazardous and special waste transportation, waste management, and emergency response work for a minimum of the most recent five (5) years;
- Certificates of Insurance complying with the Standard Specifications, this contract, and federal and state laws;
- Evidence Bidder can perform the Work described in the Assignment Letters in a timely and efficient manner;

- Evidence Bidder will have, throughout the duration of the contract, emergency response equipment based in Maine and has Maine-based locations to ensure a timely response to MaineDOT facilities in the event of an emergency involving hazardous wastes or hazardous materials; and
- Evidence that the Bidder can comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Department may require the Bidder to provide written documentation regarding successful performance of hazardous and special waste transportation, waste management, and emergency response work for a minimum of the most recent five years; to be considered for the award of this contract. This requirement includes written documentation of the experience of the Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience in similar projects, including;

- the name of the owner for whom the work was performed;
- the name and telephone number of a contact person;
- a description of the work performed; and
- the total cost of each project.

A statement of the bidder's qualifications that includes the personnel and equipment available for the work, may be required.

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 seven (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.

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.

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 required submittals for completeness, conformity with Federal and State requirements, Contract provisions, and Department policy and procedures. 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.

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 provide Closeout Documentation on past or current Contracts.
- F. Failure to fulfill warranty obligations on past or current Contracts.
- G. Failure to comply with directives of the Department on past or current Contracts.
- H. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- I. Failure to accept an Award of a Contract made by the Department to the Contractor.

- J. 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.
- K. Failure to provide information requested by the Department pursuant to this Special Provision.
- L. 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).
- M. 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.
- N. 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.

The Contractor shall maintain current licenses, authorizations, ratings, registrations, and insurances for the duration of the contract.

Scope of Work:

The Maine Department of Transportation is accepting prequalification applications from qualified contractors to provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws and for emergency response services for hazardous waste and hazardous material releases. Specifics follow:

- Not all Hazardous and Special Waste Transportation Waste Management and Emergency Response Services will be done under this contract. The dollar amount of this Contract is in no way a guarantee that the MaineDOT will Assign Work for any or all of the total amount;
- The work shall include the pickup, transport, and disposal of special and hazardous waste including underground storage tank removals;
- Typical waste includes but not limited to spent solvents, leaded paint chips, liquid paints, universal wastes and petroleum bases compounds;
- Transport will be from MaineDOT facilities and job sites located statewide. The Contractor must pick up, transport and manage hazardous waste according to the Resource Conservation and Recovery Act 40 CFR Part 260-268 and relevant sections of Maine's Hazardous Waste Regulations;

- The Contractor shall complete all work as detailed in individual Assignment Letters generated by the MaineDOT in accordance with the detailed scope of work and all MaineDOT and/or manuals;
- The Contractor shall have the ability to track all wastes to their final disposal/treatment site;
- In some cases, MaineDOT will require that certain wastes be managed at specific licensed facilities;
- The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the work contained in the detailed scope of work;
- The Contractor must transport “profiled waste” to appropriate Treatment, Storage and Disposal Facility (TSDF) according to State and Federal statutes;
- The Contractor shall provide appropriate containers with proper labels and placards for waste storage and transport that meet USEPA and USDOT requirements;
- The Contractor shall provide a manifest and/or shipping papers, must sign and date the documents indicating acceptance of waste and provide a copy to the generating facility prior to, or at time of transport by the transporter;
- The Contractor shall keep and maintain records from the Treatment Storage and Disposal Facility;
- The Contractor shall assure that the TSDF sends manifest copies to the destination state, the generating state, and the generating facility with thirty-five (35) days of receipt of the waste;
- The Contractor shall oversee the rejection process. If any part of the shipment is rejected, the TSDF must prepare and mail to the generator a Rejection Report within twenty (20) days. This report must contain the manifest number, reason for the rejection, explanation of the disposition of the waste (whether it was returned to the generator or to an alternate facility), and the actual disposition of the waste;
- The Contractor shall have the necessary personnel and appropriate equipment that can be mobilized and be onsite within two hours or less when MaineDOT has determined an Assignment is an emergency response;
- The Contractor shall 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;

- MaineDOT is required to document each aspect of the waste management process, by law, as found in 40 CFR Part 262. The Bidders shall provide MaineDOT with completed manifest and shipping documents within 35 days of Waste pick-up; and
- MaineDOT does not assume liabilities for spills or other releases of hazardous wastes which are caused by the negligence of the Contractor once hazardous waste materials are in the possessions of the Contractor or transported off site.

Annual Price Adjustment:

The Contractor will furnish the services outlined in this contract at the most recent rate(s) included herein. The Contractor may submit revised rates and rates for additional items once a year between November 15th and December 16th for the upcoming year through a process to be established by the Department. If the Contractor fails to do so, the existing contract rates will remain in effect until December 31st of the following year.

Assignments:

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”.

This contract is not a guarantee of work.

When the need for contracted services arises, the Department will offer to assign the Work to the qualified Contractor with the lowest estimated cost for the particular Work (the “Assignment”). If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, 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 and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered.

In the case an emergency arises for which the response time does not allow for the preparation of a bid solicitation and the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one of the Contractors Prequalified for these services. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, geographic proximity, response time and determination of what is in the best interest of the State.

Upon mutual agreement, an Assignment Letter will then be sent to the successful Contractor. The Work described in this letter will become part of the Contract.

The Contractor must:

- Work effectively with minimum supervision;
- Adhere to of all national and local Codes, Environmental Regulations and OSHA requirements and have the knowledge to do so;
- Provide all tools and equipment needed to perform required duties; and
- Comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties.

Subcontracts:

Subcontracting must be in compliance with Standard Specifications and the Contractor shall ensure that subcontractors have the proper certifications. The Contractor shall perform at least 30% 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.

Default and Termination of Assignment:

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

- Fails to adhere to obligations of the Assignment, Appendix A: Contractor Requirements or Scope and Specifications of Work to be Performed, or other contract provisions;
- Fails to answer or reply to the Department within ½ hour of emergency notification of work;
- Fails to commence work or be onsite within two hours after accepting an emergency assignment;

- Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment;
- After work on assignment has commenced, fails to continuously work on assignment without Department approval;
- Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department; and
- 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:

- Fails to provide labor, Equipment or Materials specified in the Assignment or Contract,
- Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment;
- Fails to perform Work when specified in the Assignment;
- Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way;
- Discontinues the Work without the Department approval;
- Continues to perform Work after the Department directs that Work be stopped; and

- 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.

MaineDOT shall have the right to alter the nature and extend of the work as provided in the Contract. Such change shall be mutually agreed upon and shall be documented through a Contract modification.