

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.

Fleet Services Augusta & Region 2
Air Compressors & Dryers Preventative Maintenance & Repair Work
January 6, 2020

Contractor _____

Bidder is required to bid all Items.

Item Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Total Bid Amount \$/Per Line Item
Annual Preventative Maintenance Service for Quincy QGV100 air compressor – 66 Industrial Drive, Augusta	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for Quincy QMT25 air compressor – 66 Industrial Drive, Augusta	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for Quincy QT5 air compressor – see Attachment A for Region 2 locations	8 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for Quincy QT7.5 air compressor – see Attachment A for Region 2 locations	7 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for NAPA 82378VAT air compressor – 131 Skowhegan Road, Fairfield (Crew Building)	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for Stultz 533 air compressor – 92 Allen Pond Road, Greene	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance Service for IR 2475N air compressor – 217 Acadia Highway, Montville	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Semi-Annual Preventative Maintenance Service for Quincy QGV100 air compressor (cost per service, performed twice each year) – 66 Industrial Drive, Augusta	1 location, 2 services per year = 2 services	Unit Price for Each Semi-Annual PM Service \$ _____	\$
Annual Preventative Maintenance and filter for Refrigerant Air Dryer 400 CFM – 66 Industrial Drive, Augusta	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Annual Preventative Maintenance and filter for Refrigerant Air Dryer 600 CFM – 66 Industrial Drive, Augusta	1 each	Unit Price for Each Annual PM Service \$ _____	\$
Regular Hourly Labor Rate - for repair services at this site, during regular work hours (7:00am – 4:00pm)	40 Hours	Hourly Labor Rate \$ _____	\$
TOTAL BID for all Items			\$

- **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 directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail

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which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

See bid instructions on page three of the bid book.

Contract Administrator The Contract Administrator for this contract will be:

Mike Colson, Heavy Equipment Supervisor
MaineDOT, Fleet Services
State House Station #26
66 Industrial Drive
Augusta, ME 04333-0026

Tel#: (207) 624-8207
Email: Mike.Colson@maine.gov

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

All Work shall be performed by a qualified technician and shall be performed in accordance with manufacturer recommendations and specifications. Oil filters and oil must be OEM. All other parts shall be manufacturer original or recommended.

The Contractor shall have the necessary personnel and equipment mobilized and be on site within 6 hours or less when MaineDOT has determined repair Work is needed.

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.

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 employees 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

Contract Time

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

Air Compressors - are to be serviced according to manufacturer's specifications and recommendations, and the Contractor shall perform these services between September 1st and September 30th, of each year. The Contractor shall schedule and coordinate this Work prior to this date with the Contract Administrator. The Department will notify contractor when the Semi-annual service is due.

Refrigerant Air Dryers – are to be serviced according to manufacturer's specifications and recommendations in conjunction with air compressor PM Work and the Contractor shall schedule and coordinate these services prior to this date with the Contract Administrator.

Scope and Specifications of Work to be Performed

MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT Fleet Services Facility, located at 66 Industrial Drive, Augusta, and various locations in Region 2, with preventative maintenance and repair services for compressors and air dryer units. The initial term of the contract will expire on December 31, 2020 and the contract includes the option to extend up to three (3) additional years on an annual basis at the Department's discretion.

The Contractor shall perform annual preventative maintenance and possibly semi-annual maintenance, depending on the hour usage of the compressors. Repair services will be required as needed during the year. During previous year, approximately 7 work orders were issued for repair services. This does not guarantee the annual amount for services under this contract.

The Work is to be performed at the MaineDOT Fleet Services Facility in Augusta, Maine, and various locations in Region 2, and includes providing all labor and furnishing all equipment, supplies, materials and other applicable tools/items needed to maintain and perform repair Work.

All Work shall be performed by a skilled technician and shall be performed in accordance with manufacturer recommendations and specifications.

All parts shall be manufacturer original or recommended, unless specifically stated elsewhere within the contract.

A. Preventative Maintenance Services

1. The Contractor shall annually perform preventative maintenance service as recommended and specified by the manufacturer and as detailed in the Operations & Maintenance Manuals on all equipment at the MaineDOT Fleet Services Facility in Augusta, and various locations in Region 2.

2. Contractor shall provide all parts needed to perform and preventative maintenance Work.
3. The preventative maintenance services shall be performed annually between September 1st and September 30th. Hourly rates paid shall be full compensation for performing the work. Travel and truck costs, miscellaneous materials and items, and all overhead and incidentals necessary to complete the work **shall not be measured for payment** and will be considered incidental to the hourly bid rates.

B. Repair Work

1. Repair Work shall include Work not included in the Preventative maintenance work which may be discovered, recommended and approved during annual maintenance or requested by the Department at a different time. The Repair Work must be approved by Contract Administrator prior to the Work being performed.
2. The scope of work covered under this contract includes repairing existing air compressors and air dryers and is not intended to be used for replacing and installing new equipment unless the cost is under \$500.00. Major or extensive work to systems and replacements will be bid and contracted separately.
3. The Contractor shall perform repair services as requested by MaineDOT during regular business hours of 7:00 a.m. to 4:00 p.m. unless otherwise authorized by MaineDOT. The Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00 for any one repair. Service and parts needed over and above what was originally authorized must be authorized by Contract Administrator or designee prior to any work performance or replacement. Invoices shall show the itemized list of parts and materials and the associated costs.

- C. **Service reports;** Service reports stating date, time, technician's name, work completed, location of unit, unit type and noting any obvious problems or recommendations for repairs will be completed with one copy submitted to the Contract Administrator. Completed service will be approved and reports signed by the Department before processed for payment.

Measurement and Payment

Assigned work will be performed at the bid rates as stated in the "Schedule of Items". Any item not contained in this "Schedule of Items" will be decided and agreed upon between MaineDOT and the Contractor in accordance with the terms of this Contract.

The Contractor will be paid for approved and accepted Repair Work by the hour for each hour Repair Work is performed at the contract unit price per hour. Overtime will be paid at the contract unit price per hour at time and ½. Sundays and Holidays will be paid at the contract unit price per hour at double time.

For the purpose of billing, the Contractor shall begin billing their Work 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 shall provide justification for the necessity of the additional work and estimated cost of parts, material and labor.

Payment for replacement parts 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, were applicable.

Allowable Work Times

The Contractor shall perform work only during the following times, Monday through Friday, 7:00AM through 4:00 PM except for they may not work on holidays as defined in Appendix B nor government closure days, unless otherwise directed by the Department. Work may be performed outside of these hours if the Assignment is emergency work or if otherwise directed or authorized by the Contract Administrator.

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 adhere to obligations of the Contract, 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.

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.