

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.

WESTERN AREA REGION 4 (West of the Penobscot River)			
Item Description	Quantity and Units (per year)	Unit Price	Quantity x Unit Price = Bid Amount
Septic Tank Pumping (Max. tank size 1000-gallon)	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Septic Holding Tank Pumping (Max. tank size 1000-gallon) Kingsbury Rest Area Route 16 Kingsbury Plantation	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Hampden Northbound Rest Area Pumping (System consist of 2-5500-gallon tanks and a pump station)	3 services per year	\$ _____	3 services x Unit Price \$ _____
Hampden Southbound Rest Area Pumping (System consists of 2-5000-gallon tanks and a pump station)	3 services per year	\$ _____	3 services x Unit Price \$ _____
			Section 1 Total \$

Pump Station Annual Maintenance			
Item Description	Quantity and Units (per year)	Unit Price	Quantity x Unit Price = Bid Amount
Hampden Rest Area Northbound Pump Station Annual Maintenance (Performed between June 1 st and June 30 th)	Annual Service (1)	\$ _____	1 year x Unit Price \$ _____
Hampden Rest Area Southbound Pump Station Annual Maintenance (Performed between June 1 st and June 30 th)	Annual Service (1)	\$ _____	1 year x Unit Price \$ _____
Pump Station Maintenance Crew Cost	50 hours per year	\$ _____ per hour for Crew	50 hours x Unit Price \$ _____
			Section 2 Total \$

Region 4
 Septic Tank Pumping & Pump Station Maintenance
 January 24, 2020

EASTERN AREA REGION 4 (East of the Penobscot River)			
Item Description	Quantity and Units (per year)	Unit Price	Quantity x Unit Price = Bid Amount
Septic Tank Pumping (Maximum tank size 1000-gallons)	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Crawford Rest Area Septic Holding Tank Pumping Route 9, Crawford	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Pikes Woods Rest Area Septic Holding Tank Pumping Route 1 Calais	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Robbinston Rest Area Septic Holding Tank Pumping Route 1 Robbinston	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Long Cove Rest Area Septic Holding Tank Pumping Route 1 Sullivan	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
Taunton Bay Rest Area Septic Holding Tank Pumping Route 1 Hancock	5 tanks per year	\$ _____	5 tanks x Unit Price \$ _____
			Section 3 Total Bid \$ _____
Totals of Section 1, Section 2 and Section 3			TOTAL \$ _____

For clarification, refer to Measurement, Payment 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

Jeremy Schobel
Region 4 Facility/ Fleet TOM
219 Hogan Road
Bangor, Maine 04401
207-941-4500

The Contractor shall contact the Contract Administrator 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

Septic Tank Pumping

Pumping and disposal of all waste, from Septic Tanks throughout Region 4. Disposal must be in accordance with all state and Federal regulations and policies pertaining to proper disposal.

The septic tanks are located at the following locations In the Eastern Area:

REGION 4 SEPTIC TANK LIST EASTERN AREA				
Location and BLD #	Address	Contact Person	Type	Size
Aurora B35662 584-3411	433 Airline Road Aurora	David Perkins 485-2691	Septic Tank	1000
Baileyville L55071 427 6588	61 U.S. Route 1 Baileyville	Mark Theriault 592-0608	City Sewer	0
Bar Harbor B35694 288-3902	1061 State Highway 102 Bar Harbor	Stan Collins 215-8944	Septic Tank	1000
Beddington B36139 638-2891	3835 Airline Road Beddington	David Perkins 485-2691	Septic Tank	1000
Cherryfield B35751 546-7474	182 Blacks Woods Road Cherryfield	Stephen Harrington 592-2439	Septic Tank	1000
Jonesboro B35879 434-2911	615 U. S. Route 1 Jonesboro	Stephen Harrington 592-2439	Septic Tank	1000
Orland B35976 469-3051	161 Gilpin Road Orland	Brian Hills 215-6504	Septic Tank	1000
Pembroke B50910 726-4235	58 County Road Pembroke	Mark Theriault 592-0608	Septic Tank	1000
Sedgwick B36054 359-2511	279 Snows Cove Road Sedgwick	Brian Hills 215-6504	Septic Tank	1000
Wesley B36168 255-8941	4401 Airline Road Wesley	Mark Theriault 592-0608	Septic Tank	750
Hancock B56746 Hancock B35859 Hancock Fleet /	327 Thorsen Road Hancock	Stan Collins 667-7858	Septic Tank Septic Tank SepticTank	1000 750 1000
Eddington B51746 843-5510	1163 Main Road Eddington	David Perkins 485-2691	Septic Tank	1000

The septic tanks are located at the following locations in the Eastern Area:

REGION 4 SEPTIC HOLDING TANKS EASTERN AREA				
ALL TANKS TO BE PUMPED ON THE 15th OF EACH MONTH				
JUNE, JULY, AUGUST, SEPTEMBER AND OCTOBER				
Location and BLD#	Address	Contact Person	Type	Size
Crawford Rest Area BLD# B58874	Crawford Route 9	Scott Austin 592-3674	Holding Tank	500
Pikes's Woods Rest Area BLD# B10016	Calais Route 1	Scott Austin 592-3674	Holding Tank	500
Robbinston Rest Area BLD# B10017	Robbinston Route 1	Scott Austin 592-3674	Holding Tank	500
Long Cove Rest Area BLD# B52616	Sullivan Route 1	Scott Austin 592-3674	Holding Tank	500
Taunton Bay Rest Area BLD# B10014	Hancock US Route 1	Scott Austin 592-3674	Holding Tank	500

Pump Station Maintenance

Annual Maintenance of MaineDOT pump station located at the North and South Bound Rest Areas on Interstate 95. This is an effluent only pump station that will require the pump station to be pumped down, the station and pumps to be rinsed down with water, each float switch needs to be checked for proper operation, and pump needs to be checked for proper operation, and alarm system needs to be checked for proper operation. There is also an outlet baffle filter that needs to be removed and rinsed cleaned and checked for proper operation. The Contractor shall perform this annual maintenance each year between June 1st and June 30th.

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

The Contractor shall contact Contract Administrator before pumping to allow for scheduling and when tanks are cleaned, for MaineDOT to inspect.

Pump Station Additional Work

Pump Station additional maintenance work will be approved by the Contract Administrator prior to work being performed. This work will be paid under Pump Station Maintenance Crew Cost per hour. Work under this contract will include all crew, service truck, labor, equipment and materials needed to perform the additional maintenance work.

Measurement & Payment

The accepted quantity of Septic Holding Tank Pumping and Tank Pumping will be paid for at the unit price each which shall be full compensation for pumping, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation and disposal will not be paid for directly and all costs for such will be considered included in the unit price.

Pump station annual maintenance will be measured by each maintenance per location, tested and accepted.

The accepted quantity of Pump Station Annual Maintenance will be paid for at the unit price each maintenance performed which shall be full compensation of pumping, testing, permits, transporting and disposal of contents which may include liquids, solids and trash and all other incidentals necessary to complete the work. Mobilization, transportation and

disposal will not be paid for directly and all costs for such will be considered included in the unit price for Pump Station Annual Maintenance.

Pump Station Maintenance Crew Cost will be paid by the hour for each hour authorized work is performed. 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 number of hours will be rounded off to the nearest 1/2 hour.

Service truck or vehicle will not be 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.

Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator for services at the completion of the assignment and acceptance of the finished material.

Repairs

Any items in need of repairs, service, or replacement will need to be approved by Contract Administrator before repairs can be made.

Allowable Work Times

The work shall be performed at time agreed to by MaineDOT during regular business hours of 7:00 AM to 3:30 PM, Monday thru Friday, unless otherwise authorized by MaineDOT.

Contractor Requirements

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 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.

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 three (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.

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.”