

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.

Bidder is not required to bid all Areas, and may bid on one or more Area(s), but must bid all items in each Area.

- **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.

**Appendix A
MaineDOT Region 3 HVAC Schedule of Items**

Company Name:

HVAC units are to be serviced as specified, preventive maintenance services are to be performed between September 1st and October 31st. Bids for the preventive maintenance (PM) should be a price for one PM for all equipment listed at the location.

Area 1							
Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	Total Bid Amount \$/Per Line Item
Athens 177 Harmony Rd Building # 35637	Seth Reed 592-3508	1	Cox	HO 300	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Canaan 661 Main St Building # 35717	Seth Reed 592-3508	1	A.S	288323	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Skowhegan Fleet 264 Canaan Rd Building # 21456	Dwain Rich 474-5021	1	Metromatic York	LB-275 - Beckett Burner AFG AVY60D3XH21CA	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Skowhegan Bridge 666 Waterville Rd Building # 50925	Seth Reed 592-3508	1	Buderus Furnace Logan Metco Magic Beckett Burner	G125/7 - Rielo Burner R/40 HB/S6 Model 200+2/75 AFG	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Jackman 64 Longpond Rd Building # 35871	David Moses 592-4783	1	Allied Air Beckett Burner	LG225/275B40-2B SF	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Rockwood 3638 Rockwood Rd Building # 36041	David Moses 592-4783	1	Allied Air Beckett Burner	LG225/275B40-2B SF	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Shirley 4 Old Loop Rd Building # 36058	David Moses 592-4783	1	Cox Beckett Burner	HO 300 AFG	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Solon 1719 River Rd Building # 36087	Mark Tolman 592-0740	1	Beckett Beckett Burner	AS#F288286 SF	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							

Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	Total Bid Amount \$/Per Line Item
West Forks 3108 US Rt 201 Building # 36179	Mark Tolman 592-0740	1	Allied Air	G14-225/275B40-2B	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Moscow 364 Canada Rd Building # 35952	Mark Tolman 592-0740	1	Metco Matic Beckett Burner	HB/SU-275 AFG	1 Service per year	\$	\$
Price for one preventive maintenance service for all equipment listed at this site.							
Repair / Emergency Service Hourly Rate all Locations							
Hourly rate for repair/emergency services - Regular hourly rate					40 hrs	\$	
Hourly rate for repair/emergency services - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					20 hrs.	\$	
Parts Allowance for estimated parts per year - (This item is not bid. The value added to total contract value)							\$ 3,000.00
TOTAL BID FOR AREA 1							\$

Area 2							Total Bid Amount \$/Per Line Item
Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	
Bethel	Levi Hill 592-5603	1	Smith Cast Iron Boiler	19A-080871			
821 Mayville Rd		1	Carlin Burner	702CRD	1 Service per year	\$	\$
Building # 10024							
Price for one preventative maintenance service for all equipment listed at this site.							
Dixfield Fleet	Roger Berry 562-4983	2	Magic Chef	L13-350C12-3			
547 Main St		1	Waste Oil Burner	CB-3500	1 Service per year	\$	\$
Building # 21451							
Price for one preventative maintenance service for all equipment listed at this site.							
Dixfield	Dan Bradbury 592-3600	1	PuroPro	P5			
547 Main St		1	Riello Burner	40Fs			
Building # 35773		1	Metromatic	HB/SU-275	1 Service per year	\$	\$
		1	Beckett Burner	AFG			
Price for one preventative maintenance service for all equipment listed at this site.							
Dixfield Bridge	Dan Bradbury 592-3600	1	Allied Air	LG14-225/275B40-2B			
547 Main St		1	Becket Burner	SF	1 Service per year	\$	\$
Building # 35770							
Price for one preventative maintenance service for all equipment listed at this site.							
Jay	Don Tibbets 592-2008	1	New Yorker	11-171			
1230 Main St		1	Beckett Burner	AJ-864886			
Building # 35873		1	New Yorker	unknown	1 Service per year	\$	\$
		1	Beckett Burner	SF			
Price for one preventative maintenance service for all equipment listed at this site.							
Jay	Don Tibbets 592-2008	1	Metromatic	HB 200/275			
1230 Main St		1	Beckett Burner	K41GWAAH 1007	1 Service per year	\$	\$
Building # 90873							
Price for one preventative maintenance service for all equipment listed at this site.							
Mercer	Chad Huggins 592-5611	1	LG Industrial	LG 14-225/275B40-2B			
121 Valley Rd		1	Beckett Burner	AFG	1 Service per year	\$	\$
Building # 35939							
Price for one preventative maintenance service for all equipment listed at this site.							
South Paris	Arthur Abbott 592-2216	1	Matco Matic	HB/SU 275			
251 Park St		1	Beckett Burner	AFG	1 Service per year	\$	\$
Building # 36092							
Price for one preventative maintenance service for all equipment listed at this site.							
Turner	Arthur Abbott 592-2216	1	Cox	HO 300			
73 Fern St		1	Beckett Burner	SF			
Building # 36129		1	LG	LG 14-225/275B40-2B	1 Service per year	\$	\$
		1	Beckett Burner	SF			
Price for one preventative maintenance service for all equipment listed at this site.							

Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	Total Bid Amount \$/Per Line Item
Wilton	Robert Holbrook 592-7852	1	Burnham Boiler	KV86			
932 US Rt 2 East		1	Beckett Burner	AFG			
Building # 10140		4	Mitsubishi Citi Multi heat pump	PURY-HP72TKMU-A-H			
		16	Mitsubishi ceiling unit	PUZ-4A42NKA	1 Service per year	\$	\$
		5	Mitsubishi split heat pump	PLA-A-EA7			
		5	Mitsubishi wall mounted blower	PKFY-P-12NHMU-E2			
Price for one preventive maintenance service for all equipment listed at this site.							

Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	Total Bid Amount \$/Per Line Item
Dixfield	Roger Berry 562-4983	2	Magic Chef	L13-350C13-3			
547 Main St							
Building # 21451							
Price for one preventive maintenance service for all equipment listed at this site.							

Repair / Emergency Service Hourly Rate all Locations							
Hourly rate for repair/emergency services - Regular hourly rate					40 hrs	\$	
Hourly rate for repair/emergency services - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					20 hrs.	\$	
Parts Allowance for estimated parts per year - (This item is not bid. The value added to total contract value)							\$ 3,000.00
TOTAL BID FOR AREA 2							\$

Area 3							Total Bid Amount \$/Per Line Item
Town/Location	Contact & phone	Quantity	Make	Model	Est Qty per Service /year	Unit Price per Service	
Avon 39 Valley Rd Building # 35668 Price for one preventative maintenance service for all equipment listed at this site.	EJ Bubier 592-5610	1	Cox	HO 300	1 Service per year	\$	\$
West Farmington 133 Eufe Rd Building # 36148 Price for one preventative maintenance service for all equipment listed at this site.	Chad Huggins 592-5611	1	Cox	HO 300	1 Service per year	\$	\$
Eustis 528 Arnold Trail Building # 56743 Price for one preventative maintenance service for all equipment listed at this site.	Jean Perron 215-6296	1	Clean Burn Waste Oil Clean Burn burner	CB-1750 CB-525-52	1 Service per year	\$	\$
Straton Rt 16 Eustis Building # 51749 Price for one preventative maintenance service for all equipment listed at this site.	Jean Perron 215-6296	1	Miller	CMF-80-PO K37MBKN-507	1 Service per year	\$	\$
Dallas 256 Stratton Rd Building # 35765 Price for one preventative maintenance service for all equipment listed at this site.	EJ Bubier 592-5610	1	Allied Air Beckett Burner Biasi Carlin Burner	LG14-225/275B40-2B SF B10/5 EZ-Ihp	1 Service per year	\$	\$
Fairbanks 647 Fairbanks Rd Building # 53140 Price for one preventative maintenance service for all equipment listed at this site.	Chad Huggins 592-5611	1	Allied Air Beckett Burner Rinni	LG14-225/275B40-2B 22560B ES38	1 Service per year	\$	\$
Kingfield 558 Carrabassett Rd Building # 35891 Price for one preventative maintenance service for all equipment listed at this site.	Jean Perron 215-6296	1	Beckett Beckett Burner	LG14-225/275B40-2B MC305	1 Service per year	\$	\$
Lincoln Pkt 489 Wilsons Mills Rd Building # 36184 Price for one preventative maintenance service for all equipment listed at this site.	EJ Bubier 592-5610	1	MPI	Monitor 441	1 Service per year	\$	\$
Repair / Emergency Service Hourly Rate all Locations							
Hourly rate for repair/emergency services - Regular hourly rate					40 hrs	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					20 hrs.	\$	\$ 3,000.00
Parts Allowance for estimated parts per year - (This item is not bid. The value added to total contract value)							
TOTAL BID FOR AREA 3							\$

MaineDOT Region 3 Mobile Stripper Vehicle Furnace Schedule of Items

Town/Location Contact & Phone	Mobile Stripper Vehicle Plate #	Quantity	Unit
Regionwide in Region 3 MDOT Mobile Stripping Trucks with Furnace on body of vehicle Contact is: Dennis Robertson 592-8383	Plate T07-114	1	Beckett ADC 12-volt oil burner BTUs are 105,000 -350,000
	Plate T07-115	1	Beckett ADC 12-volt oil burner BTUs are 105,000 -350,000
	Plate T07-116	1	Beckett ADC 12-volt oil burner BTUs are 105,000 -350,000
	Plate T07-118	1	Beckett ADC 12-volt oil burner BTUs are 105,000 -350,000
	Plate T07-119	1	Beckett ADC 12-volt oil burner BTUs are 105,000 -350,000
Repair / Emergency Service Hourly Rate Regionwide			
Hourly rate for repair/emergency services - Regular hourly rate			
Hourly rate for repair/emergency services - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions) <i>All Parts will be supplied by MDOT</i>			
TOTAL BID FOR STRIPPER VEHICLE FURNACES			

Total Bid Price for All Preventative Maintenance and Emergency Services	\$
Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.	
Contractor's Name: _____	Date: _____
Signature: _____	
<i>(Legally authorized Representative of Contractor)</i>	

Contract Administrator

The Contract Administrator for this contract will be:

Region 3, Transportation Operations Manager, Robert Holbrook
Maine Department of Transportation
932 US Rt 2 East
Wilton, ME 04294
Telephone 207-592-7852

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 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.

Contract Time

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

Heating Units are to be serviced between August 30th and November 1st of the contracted year and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating hours unless otherwise authorized. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

Air Conditioning Units are to be serviced between May 1st and May 31st of the contracted year and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Waste Oil Furnaces are to be cleaned on the annual visit and are to be cleaned the first week of each month between November and May.

Scope and Specifications of Work to be Performed

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

A. Repair Work

1. Work covered under the contract is for repairing existing heat and air conditioning units and 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 out and contracted separately.
2. Provide repair work to equipment listed in Appendix A as requested by MaineDOT during regular business hours of 7:00 a.m. to 3:30 p.m. unless otherwise authorized by MaineDOT. Replacement parts shall be billed on an itemized invoice. **Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00.** Miscellaneous items and materials shall not be billed separately but shall be considered incidental to related items.
3. Response time to emergency work must be within 24 hours of call. Travel time for emergency calls will not be measured for payment and considered incidental to the hourly rate.
4. **Contractor is required to get prior approval from the Contract Administrator in order to invoice for additional technicians and equipment needed to perform work.**
5. **Contractors invoices, in addition to invoicing requirements in Appendix B, shall itemize labor and materials used and identify the unit number for all items and materials invoice. MaineDOT had identified each unit per location with a unique number.**

- B. Preventive Maintenance Work** – Perform preventive maintenance work as described below on equipment at rates bid on the Appendix A worksheet. The schedule for preventive maintenance work will be **coordinated with and approved by the Contract Administrator and will be performed between August 30** and October 1, annually. Lump sum payment shall be full compensation for performing the work.

Preventive maintenance work to each unit shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
 2. All furnaces and heat exchangers will be cleaned and inspected.
 3. All controls will be checked, cleaned and calibrated.
 4. All electrical connections will be inspected and tightened if required.
 5. All corroded components of the heating system will be cleaned and reported.
 6. All units will be started and run through a complete heating cycle to ensure trouble-free operations.
 7. All heating equipment will be fired, tested and adjusted for maximum efficiency.
 8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
 9. All filters will be replaced with pleated filters twice a year, once during the annual service and **the second from January 1 to February 1. Waste oil filters shall be changed as needed if more than once or monthly.**
 10. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
 11. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
 12. Drive belts will be inspected and replaced as required.
 13. Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.
2. Ventilation and Air Conditioning Units are to be serviced annually between May 1st and May 31st of each contracted year starting in 2020 and must be scheduled and coordinated prior to this date with MaineDOT Contract Administrator or contact listed for each location.

Work is to be performed during MaineDOT operating hours unless otherwise authorized.

Preventive maintenance service to each unit shall include but not limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed from dust.
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.
6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative equipment will be identified and reported immediately.
12. The refrigerant will be tested and charged if needed.

C. Service reports stating date, time, technician's name, work completed, location of unit, building #, unit type and noting any obvious problems or recommendations for repairs will be completed and left on site.

D. Update service log on each unit and indicate date of service, type of service performed and technician's name.

E. Service and parts needed over and above what is specified in this agreement must be authorized by the MaineDOT prior to any work performance or replacement.

F: Upon written notification and contract modification, equipment and locations may be changed or deleted, and added at agreed upon prices.

Basis of Award

The Region is divided into Areas. The basis for award for each Area will be the lowest responsive bid for each Area as determined by the Department. Each area will be awarded separately. The areas and locations within are identified on the Appendix A Worksheets.

Measurement and Payment

The estimated hours for Repair/Emergency Work in no way guarantees that the MaineDOT will assign Work for any or all of the total amount.

For Repair/Emergency Work, the Contractor shall be paid by the hour for each accepted hour Work is performed for the Department. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. The total amount of hours will be rounded off to the nearest ¼ hour. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid. Accepted quantities will be paid for at hourly rates bid which shall include full compensation for all equipment, labor, materials and incidentals required. Regular hourly rate will be applied to the hours of Monday through Friday from 7 AM to 3:30 PM. Premium hourly rate will be applied to the following:

- Emergency work after 3:30 PM and before 7AM
- Weekend work on Saturday and/or Sunday
- Work after 8 hours

For Preventative Maintenance Work, the Department will pay for the accepted quantities of Preventative Maintenance Work at each location at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials and incidentals for performing the work identified in this contract including cleaning, calibration, testing, adjusting and all other work required. The annual service **and the monthly cleaning is included in the contract lump sum price for the waste oil furnaces**. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid.

Replacement parts shall be billed on an itemized invoice. Parts will be paid for up to \$500 without approval and greater than \$500 with approval.

Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

Insurance

110.3.2 Commercial General Liability

With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate.

110.3.3 Automobile Liability

The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

Invoices and Payments

Payments may be paid once every two weeks if, in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract, or when the total value of the Work performed since the last estimate amounts to less than \$5,000.

See Appendix B

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.

Force Account Work

Compensation for Force Account Work will be computed according to State of Maine, Department of Transportation, Standard Specifications, Section 109.7.5.

Default and Termination

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- 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. Continues to perform Work after the Department directs that Work be stopped,
- G. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
- H. Fails to obtain prior approval from the Contract Administrator when specified in the contract.
- I. Fails to perform Quality Work. If the Department determines that the Contractor should return to the same location, same furnace, to resolve the same original issue within 30 Heating Days then the Work performed was not Quality Work. Heating days will be measured from October 15 through April 15.
- J. Fails to submit proper invoices identifying work and unit or does not complete and submit accurate service reports and service logs.

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.

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.”