

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.

The MaineDOT, Bureau of Maintenance & Operations, Region 4, is accepting bids to provide Seasonal Rest Area Maintenance and cleaning in 8 remote locations during May through October (23 weeks) of each year. The Work will include cleaning, maintenance duties and light carpentry, inside and outside, for all buildings and lots at all locations.

Bidders must bid on all locations listed.

SITE LOCATION	Price Per Location for 1 Season (23 Week Season)
1. Mopang Stream Rest Area, Route 9, T30 MD BPP	\$
2. Crawford Rest Area, Route 9, Crawford	\$
3. Pikes Woods Rest Area, Route 1, Calais	\$
4. Robbinston Rest Area, Route 1, Robbinston	\$
5. 45th Parallel Rest Area, Route 1, Perry	\$
6. Long Cove Rest Area, Route 1, Sullivan	\$
7. Mt. Desert Narrows Overlook, Route 1, Sullivan	\$
8. Taunton Bay Rest Area, Route 1, Hancock	\$
For one season Grand Total ADD locations 1-8	\$

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) _____ (Date)

There will be no Bidders Conference. Bidders can visit any and all sites at their convenience before Bidding.

Contract Administrator

Scott Austin
Region 4 TCL Contracts
219 Hogan Road
Bangor, Maine 04401
207-592-3674

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 OF SERVICES and WORK TO BE PERFORMED

- Contractor shall provide safety vest for employees and sub-contractors that are working outside. (Refer to Part III, Requirements, Specific Licensure and Certifications, Section D.)
- Contractor shall be responsible for all transportation costs including transport of all equipment, vehicle repairs and maintenance. Contractor will provide all gas-powered equipment, including lawn mowers, trimmers, and power washer.
- Contractor shall be responsible for Maintenance, Repair and Light Carpentry of all Privies, Shelters and Picnic tables at each location. Responsibilities include but are not limited to:
 1. Contractor shall provide supplies and material to repair rotten boards on picnic tables. Repaired boards shall be painted.
 2. Privies, Shelters and Picnic tables shall be free of all graffiti.
 3. Each season 20% of all wooden structures to include Privies, Shelters and Picnic tables are to be painted. Paint and supplies are provided by the contractor.
 4. If shelters, picnic tables and BBQ Grills are beyond repair, Contractor shall notify MDOT and MDOT will replace.
 5. MaineDOT will supply material and repairs for deteriorated shelters, rest area post and signs.

- The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.
- Contractor shall mow all grass areas as needed and must be kept below 5” in length, which would include string trimming, around all structures and borders. The Contractor shall use a string trimmer to keep walkways clear of overhanging grasses.
- Contractor shall mow the complete slope at the Mount Desert Narrows Overlook in Sullivan on Route 1, two (2) times a season, first week of June and the first week in September. The slope to be mowed with a “Billy Goat walk behind bush hog mower” type mower. Slope materials need to be well shredded and lying flat. Ride on tractors not allowed.
- The Contractor shall sweep or blow the walkways clean.
- The Contractor shall pick up accumulated litter.
- The Contractor shall wash inside of outhouse with MaineDOT approved disinfectant and replace expendables, which include toilet paper and hand sanitizer twice a week (Monday and Friday). The Contractor shall add biodegradable deodorant and a biodegradable waste degradation powder (Bio-Quest SST-850) after cleaning the outhouses. MaineDOT is responsible for the pumping of the outhouse. The Contractor shall furnish and install hand sanitizers at all locations before the 2020 season begins and as required after that.
- Materials such as grass, brush, sticks and branches shall be removed from the site by the Contractor and disposed of. This debris shall not be placed in the woods or over an embankment.
- Spring Clean-up is to be completed before Season start, which is typically the 4th week of May. Included, clean up facilities, rake lawns, pick up fallen limbs and trash. Remove safety hazards.
- The Contractor shall hang entry/rest area yardarms signs first day of opening week and will take down, last day of closing week.
- Contractor shall provide garbage bags and is responsible for pick up, transportation and safe disposal of rubbish at a licensed transfer facility or secure landfill.
- At the Taunton Bay Rest Area, there is a special area that has been built and is left to be natural. (mound areas) The Contractor shall mow this area in the Spring and Fall Cleanup only.

REQUIREMENTS, SPECIFIC LICENSURE AND CERTIFICATIONS

- Contractor must maintain a complete set of Safety Data Sheets (SDS) and have them accessible to the Contract Administrator.
- **DRUG FREE WORKPLACE.** By signing the Agreement, the Contractor certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition. Contractor will notify employees that as a condition of employment under the Agreement that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

- The Contractor will supply high visibility safety apparel. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel should meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.
- The safety of the public is of the utmost importance. Therefore, any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine DOT and Maine State Police by the Contractor.

GENERAL SPECIFICATIONS AND STANDARDS

Supplies Equipment and Materials

- The Contractor will furnish all supplies and equipment for accomplishment of all work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed, and shall operate from gas or other means other than electrical. Equipment considered by MaineDOT to be improper, inadequate or unsafe for this purpose shall be removed from the job and replaced with satisfactory equipment.
- MaineDOT will not be responsible for lost, damaged or stolen equipment, supplies or materials.
- The Contractor shall furnish all materials and supplies required.
- All supplies/materials used shall have the applicable Underwriters Laboratories standards, be OSHA approved, and will otherwise create no harmful or hazardous conditions. Contractor must submit prior to award, a complete listing, by manufacturer's name and/or number, of cleaning supplies, and chemicals. Any of these materials found not satisfactory by MaineDOT will not be used, and substituted materials must be approved before use. The Contractor must maintain at the Information Center premises, a complete set of Material Safety Data Sheets (SDS) and have them accessible to the Contract Administrator.
- Samples: MaineDOT may require samples of supplies before the Contractor commences work or at any time during the work to determine compliance with the standards required by these specifications. Any item failing to meet these specifications shall be replaced by the Contractor with supplies meeting the itemized specifications or required standards.
- Other related duties not mentioned herein can be added in writing by mutual agreement.

Contractor Personnel:

- The Contractor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in the work.
- Contractor personnel shall notify MaineDOT within 24 hours of damage to buildings and fixtures, or any vermin such as, cockroaches, water bugs, silver fish, mice, rats etc.
- Lost, Found or Missing Items: All unclaimed items found in or about the work areas by the Contractor will be turned in immediately to the MaineDOT Representative, giving location where item was found.
- Compliance with State Regulations: The Contractor and employees will be subject to all applicable State and Federal regulations, for the conduct of personnel.
- Contractor employees shall be required to interrupt their work, at any time, to allow passage of personnel.
- Contractor employees and subcontractors shall be provided with appropriate name tags identified the person and employer, name tags are to be visible, legible and displayed during work hours.
- Subcontracts: Subcontractors hired for this contract are subject to all the terms and conditions of the prime contract and must supply Certificates of Insurance to the MaineDOT in the same amount as the prime contractor. No more than 70% of the work under this contract may be performed by subcontractors and the MaineDOT may require that Contractor discharge any subcontractor without cost or liability to the MaineDOT.
- Inspection by the MaineDOT: Periodic inspections of the Contractor's work may be made by MaineDOT. MaineDOT has authority to point out to the Contractor's personnel incomplete or defective work and necessary corrective measures.

MEASUREMENT AND PAYMENT

- Accepted quantities of Rest Area Maintenance will be measured and paid for at the contract unit price per each location which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications. The Department may increase or decrease the quantities of rest areas from the locations shown in the Bid Documents and the Contractor shall be paid for the actual Work performed. If the contract is extended or shortened, each week shall be paid at the unit price bid for the season at the location divided by 23 weeks.

CONTRACTOR REQUIREMENTS

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. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

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

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 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 7 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Contractor does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the Company's history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according

to the contract schedule. Contractors may be required post bid pre-award to demonstrate they meet some of the contractor requirements.

The Department may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder.

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 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.”