



**APPENDIX A
 SPECIAL PROVISIONS
 REQUEST FOR PROPOSALS
 AND
 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.

Bidders are required to bid all Items.

Description	Estimated Quantities per year & Units	Unit Price \$/Per Hour	Bid Amount \$
Master Electrician per Hour	1,000 Hours		
Journeyman Electrician per Hour	1,000 Hours		
Electrician Helper per Hour	1,000 Hours		
Service Truck per Hour	1,000 Hours		
Arial Lift per Hour	200 Hours		
Sub Total Bid for One Year			
TOTAL BID FOR FOUR YEARS			

For clarification straight time, overtime & holiday compensation see Invoicing, Measurement and Payment.

**Electronic bidding will NOT be available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED
and may be
mailed, sent express or hand delivered.**

**APPENDIX A
REQUEST FOR PROPOSALS
AND
SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE
PERFORMED**

The MaineDOT, Bureau of Maintenance & Operations, is accepting proposals to award a contract for providing the MaineDOT, Region 4 with electrical services for the Penobscot Narrows Bridge & Observatory, and the Bass Harbor, Swans Island, and Frenchboro Ferry Transfer Bridges on an as needed basis. This Contract will not include work that falls under Capital Work Plan or Program projects, separately advertised projects, Traffic Engineering Services or Ferry/Marine Services.

Scope of Work & Requirements:

The Contractor shall provide electrical services to include but not limited to trouble shooting complex electrical circuits, working with 480 volt or greater single or three phase, general electrical maintenance and repairs on the Penobscot Narrows Bridge and Observatory and ferry transfer bridges in Region 4.

Work will be assigned by the Department as needed. Assigned work will be performed at the bid rates.

General

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 work of similar size and scope. The Contractor shall have and maintain current licenses, inspections, 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 Contract specifications and requirements set forth in this Contract.

The contract administrator for this contract will be:

Name: Michael Thompson
Title: Transportation Operations Manager
Address: Maine Department of Transportation
219 Hogan Rd.
Bangor, ME 04401
Tel # (207) 712-6604

Work

The Contractor shall designate a supervisor. The Contractor's supervisor may be a working supervisor. The MaineDOT will notify the Contractor's supervisor of the work to be performed of a call out. The Contractor's supervisor shall notify the Contractor's employees and ensure that an employee is furnished for each position when required by this contract.

Contractors shall perform work Monday through Friday, 7:00 a.m. to 4:00 p.m. (straight time) unless authorized by the MaineDOT. All overtime and Sunday and Holiday work must be authorized by the Department.

If at any time additional electricians are needed, the Contractor shall notify the Department and receive prior approval.

The Contractor is solely responsible for the planning and execution of work in order to complete each Work Assignment within the agreed upon time.

Unless the Contract provides for closure of an existing facility, the Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Facility Assignment.

The Contractor shall provide employees that have had basic safety training for the work expected to be performed and completed and passed training in OSHA 10 Hour General Industry safety course and Personal Protective Equipment training. The MaineDOT will provide supplemental information regarding MaineDOT safety and operation practices and policies.

Contractor Requirements

The Contractor shall employ one or more full time Licensed Maine Master Electrician able to be assigned to this contract. The electricians assigned to the contract shall have and maintain licenses for the duration of the contract.

When the Department determines that an Assignment is an emergency, the Contractor shall have the ability to have a qualified electrician on site within 1 hour after notification.

The Contractor shall have the ability to change Aviation Beacon LED access assisted by MaineDOT, max elevation 500'(feet).

The Contractor and the electricians shall have the ability to work at heights greater than 50' (feet).

The Contractor and the electricians shall have the ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.

The Contractor and the electricians shall have the ability to communicate effectively to others either in person or over the phone including in an emergency situation.

The Contractor and the Master Electrician shall have the ability to work effectively with minimum supervision.

The Contractor and the electricians shall adhere to a comprehensive Lockout/Tagout policy and the knowledge and willingness to do so.

The Contractor and the electricians shall adhere to all Electrical Codes and OSHA requirements and have the knowledge and willingness to do so.

The Contractor shall supply all necessary Personnel Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.

The Contractor shall supply all tools and equipment needed to perform assigned work.

The Contractor shall ensure that the Master Electrician has a reliable vehicle to provide transportation to and from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response. The vehicle must carry all tools, supplies, and equipment needed for job duties.

The Contractor shall furnish the Department a minimum of the supervisor and two electrician's cellular phone and/or pager numbers which will be available for contact 24/7 for emergency situations.

The Contractor shall provide proof of insurance as stated in Appendix B.

The Contractor and the Master Electrician shall have the previous experience with LED Lighting.

The Contractor and the Master Electrician shall have previous experience with bridge and Ferry Transfer Bridge electrical systems.

The Contractor and the electricians shall have the ability to work in close proximity to moving traffic.

The Contractor and the Master Electrician shall have the ability to troubleshoot service and repair high pressure sodium metal halide lights.

Assignments

The dollar amount of this Contract is in no way a guarantee that the Department will assign Work for any or all of the total amount.

As Work arises, the Department will notify Contractor of the Assignment, the nature of the Work, and any time constraints. When the Department classifies an Assignment as an Emergency, the Contractor shall respond and be on site to perform the work within one hour. Work will be performed as agreed upon for each assignment.

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 the MaineDOT and the Contractor. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.

Not all Work will be done under this contract. Work may also be done by the Department. In the event that the Contractor is unable to supply services in a timely manner and there is an immediate need to protect the health or safety of the public or employee, work may be performed by other means not associated with this solicitation.

Invoicing, Measurement and Payment

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized invoice to the Contract Administrator for services performed for approval and payment.

Invoices shall include the following minimum information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Description of Services
- Date of Service
- Location of Service
- Quantities of Items
- Itemized Parts list and price
- Itemized Travel & lodging expenses
- Amount Due

The Department will pay for accepted Work based upon prices bid and complete and correct invoices. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. Payments may be paid 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. The Contractor agrees to waive all claims related to the timing and amount of such payments.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract. Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

Electricians shall be paid by the hour for each hour Work is performed on site. The total amount of hours will be rounded off to the nearest $\frac{1}{4}$ hour.

Straight time shall be paid Monday through Friday, 7:00 a.m. to 4:00 p.m. Electricians shall be paid for at overtime rates when work is authorized and performed Monday through Friday, 4:00 p.m. until 7:00 a.m. and on Saturdays. Electricians shall be paid for at Sunday and Holiday rates when work is authorized and performed on Sundays and Holidays as defined in Appendix B.

The overtime rate for electricians will be one and one half times the unit bid price per hour and the Sundays and Holidays rate will be the twice the unit bid price per hour. If at any time additional electricians are needed you must have prior approval by the Department and will be paid by the hour as bid in unit price per hour in Appendix A.

Service Truck and Ariel Lift will be paid for by the hour at the unit price bid for each hour equipment is on site. The total amount of hours will be rounded off to the nearest $\frac{1}{4}$ hour.

For materials incorporated in the permanent work, parts for repair and maintenance and parts used to perform maintenance and repair, the Contractor will receive the Actual Cost of Materials including freight and Delivery charges plus a single 15% markup. There shall be no markup on markups.

If the Work will take more than 1 day to complete, economically advantageous to the Department and authorized by the Department, the Contractor shall be paid lodging and meals instead of mobilization. Lodging & meals will be reimbursed at per diem rates. Per diem will be in accordance with State of Maine Title 5, MRSA §1541 policy and will not exceed the current amounts set by the State of Maine. During certain seasons, if lodging is expected to be more than

the per diem rates the Contractor shall obtain prior approval and waiver from the Contract Administrator to be eligible for reimbursement.

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 quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Proposal Submission Requirements

1. General Information

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in Proposal Content, below.

2. Proposal Format

- a. The Schedule of Items is to be completed and submitted for bid price submittal. No variations or alterations are to be made to this sheet.
- b. Complete and submit the Proposal Worksheet.
- c. Additional information requested in this Proposal should be typed or printed.
- d. Bidder's name should appear on all attachments submitted.
- e. Bidders are asked to respond to each Section below. Number and title each response of the Proposal to correspond to the relevant section.

3. Proposal Content

Section I –Qualifications and Experience & Meeting Contractor Requirements

- a. Present Bidder's qualifications and experience related specifically to the Scope of Work in this RFP.
- b. List all key personnel 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 RFP.
- c. Complete Proposal Worksheet.
- d. Submit a copy of Bidder's safety records.

Section II – References

Submit 3 references for similar work performed by the company and 3 references for work performed by a Master Electrician who will be assigned to perform Work under this Contract. Give entity name, contact name & phone #, from pervious customers.

Section III – Bid Price

Complete the Appendix A Schedule of Items. No variations or alterations are to be made the Schedule of Items.

General Information

This Bid does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or sub-contracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all bids.

Proposal Evaluation and Scoring

The scores will be based on a 100 point scale. An evaluation Committee will review each Proposal and score on the basis of the following weighted criteria

Criteria	Weight
Bidder's and key personnel's qualifications and experience	45%
Bid Price	35%
Meeting Contractor Requirements	10%
References	10%

The contract award will be made to the bidder who receives the Committee's highest score for following the final review.

The Evaluation Committee will be composed of at least 3 reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. The goals of the evaluation process are to ensure fairness and objectivity in review of the Proposals and to ensure that the contract is awarded to the Bidder whose Proposal best satisfies the criteria of the RFP at a reasonable/competitive cost. MaineDOT reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.

The Evaluation Committee will use a consensus approach to evaluate the Proposals. Members of the Evaluation Committee will not score the Proposals individually but instead will arrive at a consensus as to assignment of points on each category of each Proposal. The contract award will be made to the Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP.

The Cost section will be scored as follows:

Scoring the Cost Proposal: The cost proposed for conducting all the functions specified in this RFP for one year will be assigned a score according to a mathematical formula. The lowest bid will be awarded 35 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(lowest submitted cost proposal divided by the cost of proposal being scored) x 35 = pro-rated score

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

Once scores are final, award will be made to the bidder whose proposal receives the Committee's highest score per location. The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

The information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals become public record and is therefore available for public inspection upon request.

By submitting a Proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the Proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposal.

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.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the requirements and demonstrated to the Department’s satisfaction that it is responsible, can meet the 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 or vessel 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 fulfill warranty obligations on past or current Contracts.
- F. Failure to comply with directives of the Department on past or current Contracts.
- 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.

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. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action 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.

Company Name: _____

PROPOSAL WORKSHEET

PROPOSAL WORKSHEET - SECTION 1			
Answer questions below by checking appropriate box			
1.	The Bidder employs one or more full time licensed Maine Master Electrician.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2.	The Bidder and its employees will adhere to Lockout/Tagout policies.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.	The Bidder has the ability to respond and have a qualified electrician on site within one hour of notification.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.	The Bidder and the master electrician have previous experience with bridge and ferry transfer bridge electrical work or similar work.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5.	The company and its employees are trained and knowledgeable in all electrical codes and OSHA requirements.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6.	Provide on-call service and provide cellular phone or pager numbers in order to be contacted 24/7 for emergency situations.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7.	The company and employees have ability to communicate effectively, orally and in writing, to explain procedures that need to be performed and in emergency situations.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8.	Employees can work effectively with minimum supervision.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

(Print Respondent's Name and Title)
 Date

Signature

Company Name: _____

PROPOSAL WORKSHEET - SECTION 2				
Bidder's electricians information for employees who will perform Work for this contract				
Employee Name	List certifications held by employee	# of years of experience performing electrical work	Describe experience with Transfer Bridges	Describe experience with 480 volts or greater single or three phase

Attach additional sheets if needed

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 ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d) the Department chooses not to Award a Contract.”

101.2 Definitions Apparent Low Bidder Delete the section in its entirety.

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“Apparent Successful Bidder The Bidder with the highest scored responsive Bid as determined by the Department. A responsive responsible Bidder, usually the Apparent Highest Scored Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

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 or the successful Proposer in a best value type of Contract 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.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“Successful Bidder The highest scored, responsive, responsible bidder to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidder.”

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 Work location, 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. Change “Contract Agreement Offer and Award forms” to Contract form.

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

103.1.1 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.”

103.4 Notice of Award Delete the section in its entirety and replace with the following:

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5 Award Conditions.”

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 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.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES