

**APPENDIX A  
 SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED**

**SCHEDULE OF ITEMS**

- The Bid must be Delivered to the precise location and by the precise time as 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

<b>Subtotals by Areas</b>	<b>Subtotal Bid Amounts</b>
Subtotal for Area 1	\$
Subtotal for Area 2	\$
Subtotal for Area 3	\$
Subtotal for Area 4	\$
Subtotal for Area 5	\$
Subtotal for Area 6	\$
<b>Totals</b>	

**See following pages Appendix A, Schedule of Items**

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted

\_\_\_\_\_  
*Signature*
\_\_\_\_\_  
*Date*  
 \_\_\_\_\_  
*(Print Bidder's Name and Title)*

Appendix A  
MaineDOT Region 5 HVAC Schedule of Items Worksheet

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year. Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May. Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid. 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 units prices, lump sum prices and/or bid amounts must be provided and legible. Do not make handwritten changes to the bid documents.

Area 1																										
Locations and Equipment																										
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #																				
Medway	185 Grindstone Rd	B 35935	Mark Daigle 441-6623 Garage 746-5120	2	Magic Chef Furnaces	L13-350G12																				
				2	Beckett Burner	SF																				
Medway Waste Oil	185 Grindstone Rd	B 35935	Mark Daigle 441-6623 Garage 746-5120	1	Clean Burn Furnace	CB1800																				
				1	Clean Burn Furnace	CB500																				
Medway Rest. Area	1-95 North and South	South B 35936	Mark Daigle 441-6623 Garage 746-5120	4	Machine Heaters	PD50AE0185																				
		North B 35937		4	Cook Air Exchangers	60 TCNB																				
Macwahoc	51 Silver Ridge Rd	B 35921	Mark Daigle 441-6623 Garage 746-5120	1	Power Matic Furnace	CF-000																				
				1	ABC Burner	93E777																				
				1	Therm-O-Bell	VTE-801																				
				1	Beckett Burner	SF																				
				1	Draft Inducer																					
<table border="1"> <thead> <tr> <th>Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 1</th> <th>Estimated Quantity</th> <th>Unit Price</th> <th>Total Bid Amount \$/Per Line Item</th> </tr> </thead> <tbody> <tr> <td>Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate</td> <td>Est.Hrs 150</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Hourly rate for repair/emergency services -Premium hourly rate (as defined in Method of Measurement in Appendix A)</td> <td>Est.Hrs 30</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)</td> <td></td> <td></td> <td>\$3,000.00</td> </tr> <tr> <td><b>TOTAL BID FOR AREA 1</b></td> <td></td> <td></td> <td><b>\$</b></td> </tr> </tbody> </table>							Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 1	Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item	Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate	Est.Hrs 150	\$	\$	Hourly rate for repair/emergency services -Premium hourly rate (as defined in Method of Measurement in Appendix A)	Est.Hrs 30	\$	\$	Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)			\$3,000.00	<b>TOTAL BID FOR AREA 1</b>			<b>\$</b>
Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 1	Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item																							
Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate	Est.Hrs 150	\$	\$																							
Hourly rate for repair/emergency services -Premium hourly rate (as defined in Method of Measurement in Appendix A)	Est.Hrs 30	\$	\$																							
Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)			\$3,000.00																							
<b>TOTAL BID FOR AREA 1</b>			<b>\$</b>																							

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 \_\_\_\_\_

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.  
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.  
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.  
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 units prices, lump sum prices and/or bid amounts must be provided and legible.  
Do not make handwritten changes to the bid documents.

Area 2						
Locations and Equipment						
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #
Crystal	809 Crystal Rd	B 35758	Robert Wellington 446-3458 Garage 528-2230	1	Cox Furnace	HC300
				1	Beckett Burner	AFG
				1	NY Boiler	WH 171
Oakfield	259 Oakfield Smyrna Rd	B 35973	Robert Wellington 446-3458 Garage 757-8390	2	Maic Chief Furnace	L1350C12
				2	Beckett Burners	SF
Oakfield Waste Oil	259 Oakfield Smyrna Rd	B 35973	Robert Wellington 446-3458 Garage 757-8390	1	Clean Burn Furnace	CB1800
				1	Clean Burn Burner	CB500
Sherman	12 Qualey Rd	B 36056	Robert Wellington 446-3458 Garage 365-4662	1	Maic Chief Furnace	L13-350G12
				1	Beckett Burner	SF
				1	Beck Hot Water Heater	32E
				1	Bock Burner	MSR
<b>Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 1</b>						
Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services -Premium hourly rate (as defined in Method of Measurement in Appendix A)				Est Hrs 150	\$	\$
Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)				Est Hrs 30	\$	\$
<b>TOTAL BID FOR AREA 2</b>						\$

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Bidder's Name and Title \_\_\_\_\_

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.  
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.  
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.  
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 units prices, lump sum prices and/or bid amounts must be provided and legible.  
Do not make handwritten changes to the bid documents.

Locations and Equipment						
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #
New Limerick	165 Stalton Rd	B 35959	Greg Scott 592-0603 Garage 532-3684	1	Cox Furnace Beckett Burner	HC300 SF
Amity	777 US Route 1	B 35631	Greg Scott 592-0603 Garage 532-3684	1	Hallamk. Beckett Burner	HSD140 A+AF
Houlton	159 Bangor St	B 21807	Greg Scott 592-0603 Garage 532-3684	2	Melomatic Furnace Beckett Burner	HB/SU 275 AFG
Houlton Waste Oil	159 Bangor St	B 21807	Greg Scott 592-0603 Garage 532-3684	1	Clean Burn Burner Clean Burn Furnace	CB500 CB2500
Houlton Office	159 Bangor St	B 51127	Greg Scott 592-0603 Garage 532-3684	1	Rinnal Propane Units Bard Propane Units	556F WAG26GA54CX
Houlton White House Office	28 Dancie Rd	B 46468	Alan Smith 557-8093 Building 532-7613	1	Rinnal Propane Units Bard Propane Units	556F WAG26GA54CX
<b>Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates, all of Area 3</b>						
<b>Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate</b>				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
				Est. Hrs 150	\$	\$
<b>Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)</b>				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
				Est. Hrs 30	\$	\$
<b>Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)</b>						\$3,000.00
<b>TOTAL BID FOR AREA 3</b>						\$

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 \_\_\_\_\_

**Appendix A**  
MaineDOT Region 5 HVAC Schedule of Items Worksheet

Contractor: \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year. Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May. Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid. 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 units prices, lump sum prices and/or bid amounts must be provided and legible. Do not make handwritten changes to the bid documents.

Locations and Equipment						
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #
Springfield	620 Main St	B 36094	James Kendall 592-1524 Garage 738-2723	1	Cox Furnace Beckett Burner	H0300 SF
Topsfield	35 South Rd	B 36122	James Kendall 592-1524 Garage 796-5543	1	Williamson Furnace	T167-15-2
				1	Beckett Burner	AFG
				1	Magic Chef Furnace	LG14-350
				1	Beckett Burner	SF
				1	Draft Inducer	I
<b>AREA 4</b>						
Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 4				Estimated Quantity	Unit Price	Total Bid Amount
Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate				Est Hrs 150	\$	\$
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)				Est Hrs 30	\$	\$
Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)						\$3,000.00
<b>TOTAL BID FOR AREA 4</b>						\$

Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Print Bidder's Name and Title \_\_\_\_\_

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.  
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.  
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.  
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 units prices, lump sum prices and/or bid amounts must be provided and legible.  
Do not make handwritten changes to the bid documents.

Locations and Equipment						
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #
Springfield	620 Main St	B 36094	James Kendall 592-1524 Garage 738-2723	1	Cox Furnace Beckett Burner	HQ300 SF
Topsfield	35 South Rd	B 36122	James Kendall 592-1524 Garage 796-5543	1	Williamson Furnace	T167-15-2
				1	Beckett Burner	AFG
				1	Magic Chef Furnace	LG14-350
				1	Beckett Burner	SF
				1	Draft Inducer	
<b>Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 4</b>						
Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate				Estimated Quantity	Unit Price	Total Bid Amount \$/Per Line Item
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)				Est Hrs 150	\$	\$
Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)				Est Hrs 30	\$	\$
<b>TOTAL BID FOR AREA 4</b>						\$3,000.00

**AREA 4**

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 \_\_\_\_\_

Appendix A  
MaineDOT Region 5 HVAC Schedule of Items Worksheet

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating Units is to be done between September 1, 2021 and October 31, 2021 and Future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.  
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.  
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.  
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.

Do

Locations and Equipment							Quantity	Unit	Model #
Town	Address	Building #	Contact & Phone	Quantity	Unit	Model #	Quantity	Unit	Model #
Asiand	25 Marsden Rd	B 21844	Matthew Scott 411-7150 Garage 435-8845	2	Rebo 40 Burner Buderus G315 Boiler	GE 31503	2		
Caribou	145 Bennett DR	B 33723 B 33724	Ronald Greene 892-1741 Garage 492-4179	4	COX Furnaces Beckett Burners	HQ300 AFG	4		
Caribou Fleet Waste Oil	145 Bennett Dr	B 21450	Mike Sord 215-8515 Garage 493-4197	1	Celan Burn Furnace Celan Burn Burner Celan Burn Burner Celan Burn Burner	C51800 C5200 C5200 C5250	1		
Caribou Fleet	145 Bennett DR	B 21450	Mike Sord 215-8515 Garage 493-4197	1	Burnham Boiler Burnham Boiler	V11H V1109	1		
Fort Fairfield	86 High Street	B 58502	Steve Nelson 692-1853 Garage 762-7811	2	Beckett Burner Beckett Burner	L13-350072-3 SF	2		
Presque Isle	33 Spence St	B 36003	Steve Nelson 692-1853 Garage 762-7811	7	Grundl Thermostat Heaters Watts Celan Burner Circulator Pump Std Hawaya Circulator Lift Pump	600CRD 143TZ 1101H UPH48517726U	7		
Presque Isle	41 Rose St Project Dev. Building	B 36009 B 10138	Jeremy Hutchinson 692-2691 Building 764-2200	2	Waldman Boiler Celan Burner BMS Circulator Motors	478 201-CRD-W ACU09RLVZ7H	2		
Presque Isle Mobilis Office Trailer	31 Rose St	B 36005 T 85102	Steve Nelson 692-1853 Garage 762-7811	1	Fujitsu Heat Pumps with 10 head units total Beckett Burner	ACU24RLVZ7H SF	1		
Mars Hill	157 Presque Isle Rd	B59525	Steve Nelson 692-1853 Garage 492-3571	1	Band Propane Units Cox Furnace Beckett Burner	HQ300 AFG	1		
Woodland	175 Messer Rd	B 53533	Ronald Greene 892-1741 Garage 498-2274	1	Western Burner LEESON Circulator Motor Smith Circulator Motors Teco Circulators Teco MSC Unit	JB1037-8M785C-1-L C148K1DAS6 C148K1DAS6 095F5 PCC2021UB9A00000U	1		
Hourly Rates for Preventative Maintenance/Repair/Emergency Services Hourly Rates all of Area 5							Estimated Quantity	Unit Price	Total Bid Amount
Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)							Est Hrs 150	\$	\$
Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate							Est Hrs 30	\$	\$
Parts Allowance per Area for estimated parts per year. (This item not bid. The value added to total contract value)									\$3,000.00
<b>TOTAL BID FOR AREA 5</b>									\$

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 \_\_\_\_\_

Contractor \_\_\_\_\_

Preventative Maintenance Work on Heating units is to be done between September 1, 2021 and October 31, 2021 and future Preventative Maintenance Work shall be performed between July 1, thru September 30, of each contracted year and second filter replacement the following January each year.  
Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.  
Air Conditioning Units to be serviced between May 1st and May 31st, each year and efficiency test performed the following July each year.

Bidder is not required to bid all Areas. Bidders may bid on one or more areas, but shall bid on all items within the areas bid.  
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 units prices, lump sum prices and/or bid amounts must be provided and legible.  
Do not make handwritten changes to the bid documents.

AREA 6						
Locations and Equipment	Address	Building #	Contact & Phone	Quantity	Unit	Model #
Fort Kent	14 Mills Rd	B 21806	Matthew Ellis 411-6894	1	Cox Furnace	HO300
			Garage 834-3065	1	Beckett Burner	SF
				1	Melromatic Furnace	HB/SU 275
Van Buren	271 State St	B 36138	Mark Albert 446-2486	1	Magic Chef Furnace	L13-350G12-3
			Garage 868-5192	1	Sunray Burner	93C-2LC
				1	Lochivar Domestic Hot Water	BRE030
Madawaska	41 Fournier Rd	B 35923	Mark Albert 446-2486	1	Williamson Furnace	T167-15-2
			Garage 728-6511	1	Williamson Burner	02-683
				1	Beckett Burners	SF
				1	Magic Chef Furnace	L13-350G12
<b>Hourly Rates for Preventative Maintenance/Repair/Emergency Service Hourly Rates all of Area 6</b>						
<b>Hourly rate for preventative maintenance/repair/emergency services Regular hourly rate</b>				<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Bid Amount \$/Per Line Item</b>
<b>Hourly rate for repair/emergency services - Premium hourly rate (as defined in Method of Measurement in Appendix A)</b>				Est Hrs 150	\$	\$
<b>Parts Allowance per Area for estimated parts per year - (This item not bid. The value added to total contract value)</b>				Est Hrs 30	\$	\$
<b>TOTAL BID FOR AREA 6</b>						<b>\$</b>

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 \_\_\_\_\_

**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.**

For further information, see “BIDDING INSTRUCTIONS”  
which are located near the front of the bid book.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the “Request for Information” form. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov) in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the “Request for Information” form.

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, Schedule of Items Worksheets.

Contract Administrator the Contract Administrator for this contract will be:

Jeremy Hartsgrove, Region 5 Transportation Operations Manager  
Maine Department of Transportation  
41 Rice Street  
Presque Isle, ME 04736  
Phone: 207-592-2691

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**

Within seven (7) days of the Notice of Intent and prior to Award, the Apparent Successful Bidder must submit proof that they employ at least two people licensed in the State of Maine to perform the Work. They must be licensed Master Oil Burner and/or Solid Fuel Technician, Journeyman Oil Burner and/or Solid Fuel Technician, and Propane and Natural Gas Technician. The Contractor shall employ at least two people licensed to perform the Work for the duration of the contract.

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 24 hours or less when MaineDOT has determined an emergency.

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in maintenance and repair of furnaces.

### **Contract Time**

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

Heating Units are to be serviced between November 1, 2021 and December 31, 2021 of the first contracted year and are to be serviced between July 1<sup>st</sup> and September 30<sup>th</sup> of the contracted year's hereafter.

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.

Ventilation and Air Conditioning Units are to be serviced annually between May 1<sup>st</sup> and May 31<sup>st</sup> of each contracted year starting in 2022.

The Work must be scheduled and coordinated prior to the service dates with the Contract Administrator. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

The Contractor shall perform work during normal work hours 7:00 AM through 3:30 PM Monday through Friday, excluding holidays as defined in Appendix B, unless otherwise directed by the Department.

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.

### **Scope and Specifications of Work to be Performed**

The locations of work are identified in the Appendix A, Schedule of Items Worksheets.

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.

The Contractor shall complete and leave onsite 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.

The Contractor shall update service log on each unit and indicate date of service, type of service performed and technician's name.

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

#### **A. Repair Work/Emergency**

Work covered under the contract is for repairing existing heat and air conditioning units and furnaces and is not intended to be used for replacing and installing new equipment unless the cost is under \$750.00. Major or extensive work to systems and replacements will be bid out and contracted separately.

Replacement parts shall be billed on an itemized invoice. Contractor is to receive prior approval from the Contract Administrator for part orders over \$750.00. Miscellaneous items and materials shall not be billed separately but shall be considered incidental to related items.

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

Contractor's 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 for Heating Units and Waste Oil Furnaces**

The Contractor shall perform preventive maintenance work as described below on equipment at rates bid on the Appendix A Schedule of Items Worksheets.

Preventive maintenance work for Heating Units and Waste Oil Furnaces shall include but not limited to all the following:

1. Safety devices will be cleaned, overhauled and adjusted as necessary.
2. Furnaces and heat exchangers will be cleaned and inspected.
3. Controls will be checked, cleaned and calibrated.
4. Electrical connections will be inspected and tightened if required.
5. Corroded components of the heating system will be cleaned and reported.
6. Units will be started and run through a complete heating cycle to ensure trouble-free operations.
7. Heating equipment will be fired, tested and adjusted for maximum efficiency.
8. Burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
9. 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. Motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
11. 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 the Contract Administrator.

### **C. Preventive Maintenance Work for Ventilation and Air Conditioning Units**

The Contractor shall perform preventive maintenance work as described below on equipment at rates bid on the Appendix A Schedule of Items Worksheets.

Preventive maintenance service for Ventilation and Air Conditioning Units 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.

### **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 are identified on the Appendix A Schedule of Items Worksheets.

### **Method of Measurement and Basis of 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 Preventive Maintenance Work/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  $\frac{1}{4}$  hour. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor any overhead expenses will be paid. Accepted quantities will be paid for at hourly rates bid which shall include full compensation for all equipment, labor, incidental 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
- Holidays

Replacement parts shall be billed on an itemized invoice. Parts will be paid for up to \$750 without approval and greater than \$750 with approval.

The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

**Default and Termination**

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

- A. Fails to 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:

1<sup>st</sup> Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> 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 Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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 in a low Bid process 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 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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract form or the Bidder does not sign the Contract form but does sign the Schedule of Items.”

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

103.1 Analysis of Bids Add the following at the end of the section:

“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 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 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 17229, 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 timelines of Work, or the safety of Workers or the public, any deceptive 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.”