

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 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

Description	Quantity	Unit Price (Lump Sum)	Bid Amount
HVAC System and Ductwork Cleaning	1	\$	\$
TOTAL BID			\$

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. 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 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.

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)

**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.

OPTIONAL PRE-BID MEETING

An optional pre-bid meeting and facility walk through will be held at the Bangor Maine Department of Transportation Facility located at 219 Hogan Road, Bangor, Maine, at the time stated in the Notice to Contractors. Steel toed footwear and safety glasses are required for the facility walk through. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

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 the number listed in the Notice to Contractors, 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 the address in the Notice to Contractors 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 Department is not bound by any oral, written or other representations, including information exchanged verbally at pre-Bid meetings. The Department will issue a written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

Contract Administrator

The Contract Administrator for this contract will be:

Jeremy Schobel – Region 4, Transportation Operations Manager
219 Hogan Road
Bangor, Maine 04401
Telephone: (207) 941-4500 or (207) 441-4197

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

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 be able to demonstrate to the Department’s satisfaction that the bidder is responsible, is able to comply with the

Contractor Requirements set forth in this contract, is qualified to perform the Work, and has successfully completed work of similar size and scope.

The Bidder shall submit a list of projects on which they have performed HVAC system cleaning services. Bids will only be considered from firms regularly engaged in HVAC system maintenance with the emphasis on HVAC system cleaning and decontamination.

The Contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems.

The Contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.

The person (supervisor) responsible for the total work herein specified shall be certified as an ASCS by NADCA or maintain an equivalent certification by a nationally recognized program and organization.

The Contractor shall maintain the proper license(s), if any, as required to do the work in this state. The Contractor shall comply with all federal, state, and local rules, regulations, and licensing requirements.

The Bidder shall submit evidence of compliance with all required certifications and licenses. The Contractor shall have and maintain current licenses, inspections, authorizations, rating and registrations for the duration of the contract.

The Contractor shall possess and furnish all necessary equipment, materials, and labor to adequately perform the specified services.

The Contractor shall assure that its employees have received safety equipment, training, medical surveillance, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by U.S. Occupational Safety and Health Administration, and as described by this specification.

The Contractor shall maintain a copy of all current MSDS documentation and safety certifications on site, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.

The Contractor shall submit to the owner all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

Allowable Work Times

MaineDOT will make every effort to accommodate the HVAC System and Ductwork Cleaning contractor with making the lab area accessible after hours and on weekends. A MaineDOT representative will on site at all times to assist the contractor with access and security.

Scope of Work to be Performed

The scope of work for this project will include the cleaning of all HVAC ductwork and accessories at the MaineDOT Lab (downstairs) at 219 Hogan Road in Bangor.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with Industry Standards and these specifications.

The HVAC system includes any interior surface of the facility air distribution system for the conditioned spaces and/or occupied zones. This includes all heating, ventilating, and Air Conditioning systems from the points where the air enters the system to the point where the air is discharged from the system. The return air grilles and return air ducts of the air handling units (AHU), interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, supply diffusers, and registers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

The Contractor shall insure that the supply, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include the blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shaft, baffles, dampers, and drive assemblies.

The Contractor shall clean all coils and related components, including evaporators fins.

The Contractor shall mechanically clean all ducts systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Test (see NADCA Standards)

The Kitchen Hood Exhaust systems are not included in the scope of work.

The Contractor is not responsible for pre-existing system damage or other problems resulting from prior inappropriate or careless cleaning techniques of others.

The Contractor shall perform the services specified here in accordance with the current published standards of the National Duct Cleaners Association (NADCA) or other recognized duct cleaning organization.

HVAC System Components Inspection: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection shall include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC systems design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification, or debris. In cases where contamination is suspected and /or in sensitive environments where even small amounts of contamination may be a concern, environmental engineering controls measures should be implemented.

Damaged system components during the inspection shall be documented and brought to the attention to the Contract Administrator.

Site Evaluation and Preparations: The Contractor shall conduct a site evaluation, and establish a specific, coordination plan which details how each area of the building will be protected during the various phases of the project.

General System Cleaning Requirements

Component Cleaning: Cleaning methods shall be employed such that all HVAC systems components must be Visibly Clean as defined in applicable industry standards. Upon completion, all components shall be returned to those settings recorded just prior to the cleaning operations.

Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.

Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that the Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting

outside the building, Mechanical Cleaning operation shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process.

Air-Volume Control Devices: Dampers and any air-directed mechanical devices inside the HVAC system must have their position marked prior to cleaning, and upon completion, shall be restored to their marked position.

Service Openings: The Contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection. The Contractor shall utilize existing service openings already installed in the HVAC system where possible. Other openings shall be created where needed and must be created so they can be sealed in accordance with the industry codes and standards. Openings must not compromise the structure integrity of the system. Cutting service openings into flexible duct is not permitted; flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to MaineDOT in the project report documents.

Closures must not significantly hinder, restrict, or alter the airflow within the system. Closures must be properly insulated to prevent heat loss/gain or condensation on the surfaces within the system.

Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NEPA, SMACNA and industry standards.

The Contractor may remove and reinstall ceiling sections to gain access to HVAC system during the cleaning process.

Mechanical Cleaning Methodology: The Contractor shall clean the HVAC system using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (per applicable Industry Standards) and other specified test in accordance with all general requirements. No cleaning method, or combinations, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device shall be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.

All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet vacuums.

All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes, or regulations.

All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surface, such that debris may be safely conveyed to vacuum collection devices. Accepted methods will include those, which will not be potentially damage the integrity of the ductwork or system components.

Cleaning of Coils: Any cleaning methods may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (per applicable Industry Standards). Coil drain pans shall be subject to Non-Porous Surface Cleaning Verification. The drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendation when available. Coils shall be thoroughly rinsed with water to remove any latent residues.

Antimicrobial Agents and Coatings: Antimicrobial agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.

Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.

When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.

Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coating shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

Cleanliness Verification

Verification of HVAC system cleanliness will occur after mechanical cleaning and before the application of any treatment-related substance to the HVAC system, including antimicrobial agents and coating.

The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

If no contaminants are evident through visual inspection, the HVAC system shall be considered clean, however, the owner reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.

If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature.

Verification of Coil Cleaning: Cleaning must restore the coil pressure to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

Post Project Report

At the conclusion of the project, the contractor shall provide a report to MaineDOT indicating the following:

- Success in the cleaning project, as verified through visual inspection and/or gravimetric analysis.
- Areas of the system found to be damaged and/or in need of repair.

Health and Safety

The cleaning Contractor and all subcontractors shall comply with applicable, federal, state and local requirements for protecting the safety of the contractors' employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health and Administration (OSHA) shall be followed when working in accordance with this specification.

No Processes or material shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

All Debris removed from the HVAC system shall be disposed of in accordance with applicable federal, state and local requirements.

Measurement and Payment

Payment will be made on at the Contract Lump Sum price; payment of which will constitute full and complete compensation for all labor, equipment, materials, inspection, professional services, and incidentals necessary to fulfill the requirements of the Contract. Payment will be made upon completion of the inspection and acceptance by MaineDOT of the HVAC System and Ductwork Cleaning.

Project Specific Emergency Planning

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 Project Limits. The Contractor shall contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

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.

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

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

2nd Incident: The Department will issue a written warning.

3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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 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 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.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

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

103.1.1 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."

103.5 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.”