



APPENDIX A REQUEST FOR PROPOSALS Grout Pumping Services

I. SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidder is required to bid all Items.

Item Description – Labor and Travel	Estimated Quantities & Units	Unit Price \$/Per Hour	Total Bid Amount
Pump Crew to travel to/from Work site (hourly rate for entire crew)	42 Hours	\$	\$
Labor Rate per person for unloading and/or cleaning equipment	48 Hours	\$	\$
Rate for Pump Operator and Equipment Hourly rate for up to 8 hours per day, Monday through Saturday.	112 Hours	\$	\$
Rate for Pump Operator and Equipment Hourly rate for hours after 8 hours per day, Monday through Saturday.	48 Hours	\$	\$
Labor Rate for each additional Laborer. Hourly rate for up to 8 hours per day, Monday through Saturday	112 Hours	\$	\$
Labor Rate for each additional Laborer. Hourly rate for hours after 8 hours per day, Monday through Saturday	48 Hours	\$	\$
Overnight: Total cost for each night the crew is required to spend the night away from home	4 Each	\$	\$
Materials: Percent Invoice Mark-up (bid the percent mark-up for materials)	\$10,000	%	\$
TOTAL BID for all Items			\$

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

Fees must be included in Bid Price. Transportation is described herein. For clarification, refer to Basis of Payment and Method of Measurement.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

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.

II. SCOPE OF WORK, REQUIREMENTS & PAYMENTS

The Maine Department of Transportation, Bridge Maintenance Division is accepting Proposals with the intent to award a contract for providing grout pumping services on an as needed basis. A contract will be awarded for a 1-year period and commence 14 days after execution date, and at the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money up to three (3) additional 1-year periods.

Proposals will be accepted from bidders and a contract will be executed with the qualified bidder receiving the Evaluation Committee's highest score using the criteria set forth in this RFP.

Contract Administrator: The Contract Administrator for this contract will be:

Name: Carl Edwards
Title: Dive Manager
Address: MaineDOT, Bridge Maintenance
16 State House Station
Augusta, ME 04333
Tel # (207) 624-3598

1. Scope of Work

- a. Work Assignments will be scheduled in advanced, as Work arises, by the MaineDOT.
- b. Provide pump and operator capable of continually pushing a grout mix design through a 1 ½" line for distances of up to 300'. The grout is used to fill large bags under undermined abutment/pier footings to act as stay-in place forms, thus filling scoured voids under the bridge foundations. Much of the grout placement may take place underwater which will be handled by MaineDOT divers.
- c. The operator is to be on-site and assist a MaineDOT maintenance crew with environmental spill prevention measures under and surrounding the pump station. Materials for prevention measures will be supplied by MaineDOT. All pump clean-out material is to be deposited into 55-gallon drums supplied by MaineDOT.
- d. Grout bags used to hold material will be supplied by MaineDOT.

2. Requirements and Qualifications

- a. The Work shall be performed by fully qualified personnel experienced in this type of work.
- b. Concrete pump used to perform Work must be Putzmeister Magnum or equivalent and shall be equipped with the capability to adjust the flow from 0 - 4 cy/hr and capable of adjusting the line pressure from 0 - 2,000 psi.
- c. Hose diameter shall not exceed 1 ½” diameter.
- d. Pump shall be capable of pumping concrete with 3/8” size or less aggregate.
- e. Pump operator shall supply and wear all necessary Personal Protection Equipment required by OSHA and MaineDOT.
- f. Pump shall also include remote start/stop switch with minimum of 75’ wire.

3. Assignments

- a. 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.
- b. As Work arises, the Department will notify Contractor of the Assignment, the nature of the Work, and any time constraints. Work will be performed as agreed upon for each assignment. The Contractor will be paid rates bid on the Schedule of Items submitted with the Proposal.

4. Basis of Payment and Method of Measurement

Assigned work will be performed at the rates bid. Any item not contained in this “Schedule of Items” may be covered in the Assignment and by Contract Modification. Any extra work, not covered by an agreed price, which may be ordered, will be compensated on a “Force Account” basis as provided in the Standard Specifications, March 2020 Revision, and as addressed in the contract documents. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus the bid percent markup. MaineDOT will determine which materials will be supplied by the Contractor and which will be supplied by MaineDOT.

Statewide travel is required. If overnight lodging is required, deemed advantageous to MaineDOT and approved by MaineDOT, the Contractor will be paid the bid amount for each night an overnight stay is required. This amount includes all expenses related to overnight stays. The Contractor and the Contract Administrator shall agree to overnight lodging prior to the commencement of any work.

The Contractor shall be paid by the hour for time they travel to or from the project site to provide services to the MaineDOT. This time will be measured to and from the work site to the company’s closest base of operations and/or the crew’s overnight location.

For the purpose of billing Labor during normal work hours, the Contractor will begin billing Labor from the time they arrive on a specific job site until the Contractor has left the job site.

When responding to Emergency calls, the Contractor will begin billing their time from the time they are contacted until the emergency is resolved. Hours spent assisting problems remotely, and hours spent traveling to the emergency location are billable hours.

The total amount of hours will be rounded off to the nearest ¼ hour. The accepted quantity of hours shall be paid for at the respective contract unit price per hour which will be full compensation for labor, service truck, equipment, tools, and all incidentals necessary to perform the work.

The rate schedule will remain in effect until April 1, 2023. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the previous year's rates.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator, for services monthly or at the completion of the assignment. Work Reports shall be attached to invoices. Invoices shall include the following minimum information:

- Contractor name & address
- Contract number
- Invoice date & number
- Dates and location of service
- Quantity of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

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 Agreement. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services and incidentals used to perform all Work under the Agreement in a complete and acceptable manner, and for all risk, loss, damage or expense of any kind arising from the nature of the Work. No payments due the Provider will be adjusted for inflation. No interest shall be due and payable on any payment due the Provider. Invoices will need to be reviewed and approved by the contract Administrator before they are paid. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, inaccurate or incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for materials or labor,
- E. Regulatory non-compliance or enforcement,
- F. Defective Work,
- G. Damages for Non-conforming Work,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

III. **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 #3, Proposal Content below.

2. Proposal Format

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

3. Proposal Content

Bidder's Qualifications and Experience

- a. Submit evidence of the Bidder's compliance with the Minimum Knowledge, Experience and Requirements set forth in this Contract.

- b. Provide Bidder's history and experience of work related specifically to the Scope of Work in this RFP. Provide written documentation setting forth the experience of the Bidder who will be performing the Work specified in the contract documents, including a description of similar contracts completed in the last five years that highlight the Bidder's and subcontractors' related experience. Such information shall include:
 - The Company's history and experience of work related specifically to the Scope of Work in this contract,
 - the name of the owner for whom the work was performed,
 - the name and telephone number of a contact person that may be contacted for a reference,
 - a description of the work performed by the Bidder, and
 - the total contract value and the value of work performed by the Bidder.
- c. Identify all key management personnel responsible for administration of invoicing and staffing, their relevant knowledge, experience, qualifications and number of years performing work related specifically to the Scope of Work in this RFP.
- d. Submit a copy of Bidder's OSHA 300 Log and its Experience Modification Rate provided by applicable insurance carrier.

Costs

Complete and submit the Appendix A Schedule of Items, including the unit price bid for each item bid. No variations or alterations are to be made the Schedule of Items.

IV. PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD

1. An Evaluation Committee will read and score each proposal. The Evaluation Committee will be composed of qualified 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.
2. 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.
3. The Evaluation Committee may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder. An Evaluation Committee member may schedule inspections with the Bidder.

4. The Evaluation Committee will use a consensus approach to evaluate the bids. 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.
5. Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Bidder's Qualification and Experience	70%
Costs*	30%

*The cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 30 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 30
= pro-rated score

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 provides the best value to the State of Maine. The term "Best Value" takes into consideration the qualities of the services to be supplied, their conformity with the specifications listed in the RFP, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three years will receive up to a 20% reduction in points.

The responsive Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP as determined by the Department, may be offered the contract. The Department reserves the right to reject any or all bids.

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.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

Other than the initial bid tabulations, 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 proposals.

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 three (3) days to submit additions and clarifications in writing. 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:

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.

Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of “Not Qualified” is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- a. Not meeting contract Contractor requirements
- b. Insufficient experience
- c. Default(s) or termination(s) on past or current Contracts.
- d. Failure on past or current contracts to pay or settle all bills for labor, Materials or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- e. "Below Standard" performance as determined from the Department’s Contractor’s Performance Rating process.
- f. 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.
- 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 in a timely manner.
- j. Debarment, suspension or a denial of prequalification or ‘award of contract’ by any federal, State, or local governmental procurement agency or the Contractor’s Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- k. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- l. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- m. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- n. Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Proposal, 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”.

V. DEFAULT AND TERMINATION

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

1. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
2. Fails to answer or reply to the Department within ½ (one-half) hour of emergency notification of work.
3. Fails to commence work or be onsite within 4 (four) hours after accepting an emergency assignment.
4. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
5. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
6. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
7. Continues to perform Work after the Department directs that Work be stopped.

If Default of an Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor 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 Assignment in an acceptable and timely manner.

Upon receiving a Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

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

1. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
2. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
3. Discontinues the Work without the Department approval.
4. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1st Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) hours after notification, 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 of the Contract occurs, the Department may give written Notice of Default and Termination 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.

Termination for Convenience

The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, 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. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.