

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: _____

SCHEDULE OF ITEMS

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed,
- c) the unit price/lump sum price is unreadable.

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.

Do not make handwritten changes to the bid documents.

Bidders are not required to bid all items.

Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Bid Amount = Est Qty. x Unit Price
Master Plumber per Hour	400 Hours		
Journeyman Plumber per Hour	200 Hours		
Trainee Plumber or Journeyman-in-Training per Hour	200 Hours		
TOTAL BID			

For further detail, refer to Measurement and Payment in Appendix A.

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.

List Bases of Operations and Headquarters

Counties in which Contractor is willing to perform work

Check all either yes or no		Counties in which Contractor is willing to perform work
yes	no	
		Androscoggin
		Cumberland
		Sagadahoc
		Oxford
		York

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)

Work Locations and Contract Administrators

The Department has facilities in the following locations in Region 1 and may assign work in these locations or others in Region 1. 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.

Contract Administrator:

John Maksut, Region 1 Transportation Operations Manager
Maine Department of Transportation
51 Pleasant Hill Road Scarborough,04070
Telephone: (207) 592-2806

Region 1 Maintenance Properties:

Alfred	71 Stone Road Alfred ME,04002
Bridgton	720 Portland Road Bridgton ME,04055
Casco Bay Bridge	470 Commercial Portland ME,04101
Freeport	12 Desert Road Freeport ME,04032
Freeport Lab	12 Desert Road Freeport ME,04032
Fryeburg	191 Bridgton Road Fryeburg ME,04037
Fryeburg Info	97 Main Street Fryeburg ME,04037
Gorham	315 Libby Ave Gorham ME,04039
Gray	28 Portland Road Gray ME,04038
Kittery Info	1-95 North Bound Kittery ME,03904
Kittery Scale House South	1-95 South Bound Kittery,03904
York Scale House North	I-95 North Bound York,03909
Lovell	2241 Main Street Lovell ME,04051
N. Berwick	30 Quarry Road North Berwick, 03906
Poland	1341 Maine Street Poland ME,04274
Portland/Bridge	470 Commercial Portland ME,04101
Scarborough	51 Pleasant Hill Road Scarborough ME,04070
Scarborough Fleet	61 Pleasant Hill Road Scarborough ME,04070
Standish	48 Saco Road Standish ME,04044
Topsham	30 Maintenance Way Topsham ME,04086
Yarmouth	478 Portland Street Yarmouth ME,04096
Yarmouth Info	1100 US Route 1 Yarmouth ME,04096

Scope and Specifications of Work to be Performed

This work is to include but not limited to general Plumbing maintenance, inspections, and repairs in the garages, office buildings, crew quarters, and outbuildings in Region 1 which includes some of the towns and cities in the Counties of Androscoggin, Cumberland, Sagadahoc, Oxford, and York.

Assignments will be performed by one plumber and a service truck unless otherwise directed by the Department. If the Contractor determines that additional plumbers or equipment are needed, the Contractor must get Department approval prior to performing the work.

Assigned work will be performed at the bid rates as stated in the “Schedule of Items”. Any item not contained in this “Schedule of Items” will be decided and agreed upon between the MaineDOT and the Contractor.

On behalf of MDOT, the Contractor may procure all parts and materials necessary for the proper accomplishment of the work, unless otherwise directed. All materials shall meet applicable industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT. Materials costing in excess of \$2500 shall be approved by the Department prior to purchase. The Contractor will be reimbursed for all parts and materials at the actual cost, to include freight and delivery charges (but excluding any sale or use tax) plus an additional single 15 percent markup.

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 4:00 PM, except for they may not work on holidays as defined in Appendix B nor government closure days, unless otherwise directed by the Department.

All work and materials may be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

Contractor Requirements

The Contractor and the employees assigned to perform the work shall have a minimum of three (3) years of experience performing plumbing maintenance, installation and repairs.

The Contractor must have knowledge and ability to inspect and repair “Reverse osmosis” or “De-solmization” Systems and to perform annual inspection, testing, and repair Backflow Preventers.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.

Contractor shall provide a reliable vehicle (Service Truck) assigned to provide transportation to and from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response. Vehicle shall carry all tools, supplies, and equipment needed for job duties.

Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

The Contractor shall furnish and maintain a current contact list including phone numbers and emails so that at least two of the Contractor's supervisors, managers or owners may be reached at all times.

Minimum Licensed Maine Master or Journeyman Plumber Knowledge, Experience and Requirements:

All Work shall be performed by a Licensed Maine Master or Journeyman Plumber unless otherwise authorized by the Department.

All plumbers shall be licensed in Maine.

The plumbers shall have the ability to work effectively with minimum supervision.

The plumbers shall adhere to all Plumbing Codes and OSHA requirements and have the knowledge and willingness to do so.

Plumber shall possess the following:

- Class B CDL Operators License issued by the State of Maine.
- A cell phone and if necessary, a pager, with the ability to be contacted at all times.
- Ability and confidence to purchase equipment and supplies <\$2,500.00 as needed to maintain operations. With written Maine DOT approval for equipment and supplies > \$2,500.00.
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation.
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
- Ability to work effectively with minimum supervision.
- Knowledge of all state and federal codes that pertain, OSHA Standards and regulations and the willingly comply.
- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.

Basis of Award and Assignments

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet “Contractor requirements”.

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 and each responsive Bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the lowest cost for the particular Work (the “Assignment”) based on the individual unit bid prices for the total quantity of estimated work in that Assignment. **The Department will offer to assign the Work to the Contractor with the lowest cost for the particular Work (the “Assignment”)**, that indicated willingness to work in the assignment location, with the ability to perform the Work, and that Contractor will have first option to perform work. Contractors are not required to accept work. If Contractors do not respond to requests for assignments in the allotted time, The Department shall proceed as if the Contractor has declined the assignment. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify Contract Administrator, prior to working at any facility.

In the case of an emergency for which the response time does not allow for the preparation of a bid solicitation, and the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one or more of the Contractors. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, willingness to perform work in the applicable county, geographic proximity, response time, and determination of what is in the best interest of the State. The Contractor shall have one half (1/2) hour to accept or decline. The Contractor shall be onsite in less than three (3) hours unless the Department has directed otherwise.

Not all plumbing services will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects, moveable bridges, separately advertised projects, and repair or Ferry/Marine services. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

Bidder Requirements Post-Bid, Pre-Award

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

Prior to Award, the Apparent Successful Bidders must submit proof of at least one Licensed Maine Master Plumber and proof of other Maine plumbing licenses held by company, owners or employees.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Department will notify the Apparent Successful Bidder of any requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 7 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

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

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

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

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

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor's duty to comply with the Contract documents. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

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

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

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

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

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. Default(s) or termination(s) on past or current Contracts.
- D. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- E. Failure to comply with directives of the Department on past or current Contracts.
- F. Failure to accept an Award of a Contract made by the Department to the Contractor.
- G. 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.
- H. Failure to provide information requested by the Department pursuant to this Special Provision.
- I. 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).
- J. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor’s Agreement to refrain from Bidding as part of the settlement with any such agencies.
- K. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

Measurement and Payment

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour, overtime will be paid at the contract unit price per hour at time and a half, Sundays and Holidays will be paid at the contract unit price per hour at double time.

No expenses, mileage, meals or phones will be paid.

Hourly Work will be measured as straight time when the work is performed Monday through Friday from 7 AM to 4:00 PM.

When MaineDOT authorizes overtime work, Hourly Work will be measured as overtime when work hours occur on Saturday or extends after 4:00 PM or before 7AM Monday through Friday.

When MaineDOT authorizes Sunday and Holiday work, Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday, or a holiday as defined in Appendix B.

Service truck or vehicle not paid separately but will be considered incidental to the contract items.

For the purpose of billing the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. The total number of hours will be rounded off to the nearest 1/2 hour.

All Travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental.

Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

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 at the completion and acceptance of the finished assignment.

Default and Termination

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

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
- B. Fails to answer or reply to the Department within ½ (one-half) hour of emergency notification of work.
- C. Fails to commence work or be onsite within 3 (three) hours after accepting an emergency assignment.
- D. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- E. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- F. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- G. 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:

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. 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.