

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 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.**  
**Bidder is NOT required to check all crew locations**

POSITIONS OFFERED: In the space below, indicate the total number of positions you are offering to provide for this contract. The total number of positions being offered is NOT a guarantee of the number of positions that MaineDOT may ultimately approve for this contract. This number is also NOT a guarantee from the Contractor that the indicated number of positions will be available throughout the winter season. It is simply indicating the maximum number of positions the contractor may be able to provide at any single point in the winter.

**Total Number of Positions Offered:** \_\_\_\_\_

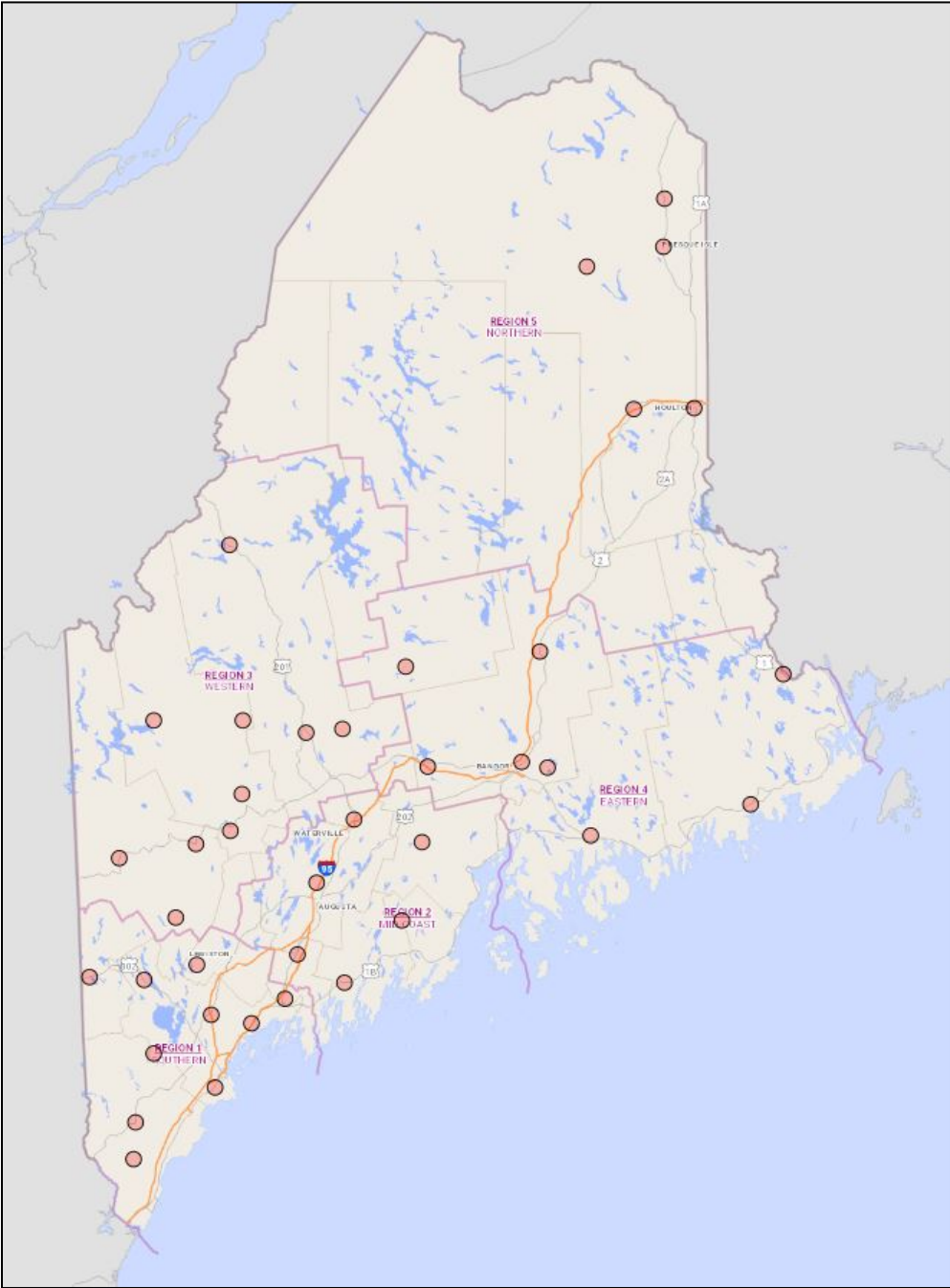
Item	Description	Estimated Quantities & Units	Unit Price	Bid Amount
1	Standby Rate Per Position per week	17 Weeks	\$	
2	Hourly Rate Per Position per hour	240 hours	\$	
<b>TOTAL BID PER ELIGIBLE POSITION</b>				

**Circle the appropriate response:**

1.	The Contractor has in place or has participated in a US DOT compliant drug and alcohol testing program for a minimum of five years.	YES	NO
2.	The Contractor has a program that ensures that employees are medically certified as physically qualified to plow that has been in place for a minimum of five years.	YES	NO
3.	The Contractor's employees are trained and knowledgeable in all applicable OSHA requirements.	YES	NO

### WORK LOCATIONS

The following map and table indicate the crew locations where MaineDOT expects to require Snow Fighter Services.



In the following table, place a checkmark next to any location where you are **willing to provide positions**. The number of checkmarks may exceed the number of positions being offered, as positions may be used in different locations for different storms.

Crew Number	Crew Location	<input type="checkbox"/>	Crew Number	Crew Location	<input type="checkbox"/>
71101	REGION 1 NORTH BERWICK		71304	REGION 3 FAIRBANKS	
71102	REGION 1 ALFRED		71305	REGION 3 SOLON	
71103	REGION 1 SCARBOROUGH		71306	REGION 3 ATHENS	
71105	REGION 1 TOPSHAM		71307	REGION 3 DALLAS	
71106	REGION 1 GRAY		71308	REGION 3 JACKMAN	
71107	REGION 1 STANDISH		71322	REGION 3 JAY	
71108	REGION 1 POLAND		71324	REGION 3 KINGFIELD	
71109	REGION 1 BRIDGTON		71401	REGION 4 BAILEYVILLE	
71114	REGION 1 FREEPORT		71402	REGION 4 JONESBORO	
71119	REGION 1 FRYEBURG		71403	REGION 4 HANCOCK	
71211	REGION 2 EDGECOMB		71404	REGION 4 BANGOR	
71213	REGION 2 WASHINGTON		71405	REGION 4 PLYMOUTH	
71214	REGION 2 RICHMOND		71406	REGION 4 ENFIELD	
71216	REGION 2 AUGUSTA		71407	REGION 4 GUILFORD	
71217	REGION 2 FAIRFIELD		71409	REGION 4 EDDINGTON	
71218	REGION 2 KNOX		71503	REGION 5 OAKFIELD	
71301	REGION 3 PARIS		71504	REGION 5 HOULTON	
71302	REGION 3 DIXFIELD		71505	REGION 5 PRESQUE ISLE	
71303	REGION 3 BETHEL		71506	REGION 5 CARIBOU	
			71508	REGION 5 ASHLAND	

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.

<i>Signature</i>	<i>Date</i>
<i>(Print Bidder's Name and Title)</i>	

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.

### Basis of Apparent Low Bidder Selection

The Bidder with the lowest responsive Bid as determined by the Department, will be offered the “Primary Position” for the location of their choosing, and at other locations up to the number of positions that the bidder offers. In ascending order, the next lowest responsive Bids will be offered the “Primary Positions” at the remaining locations. Bidders with responsive bids that are not determined to be low may be offered backup positions at some locations. The Primary Position designation means that Contractor will be called first for that location. All Bidders may not be awarded a contract. MaineDOT reserves the right to reject bids in excess of the engineer’s estimate.

The Department will analyze the price of items contained in the Bid of the Apparent Successful Bidders. If a Bid is Mathematically Unbalanced, the Department may, in its discretion, notify the Apparent Successful Bidder and request an explanation. Mathematically Unbalanced means a Bid containing lump sum or Unit Prices that do not reflect reasonable direct costs plus a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs. There shall be no negotiation or changes in prices. If the Bidder fails to provide a reasonable explanation, and if the Department finds the Bid is Materially Unbalanced, the Department may reject the Bid as non-responsive and may take any action that is in the best interests of the Department.

### Contract Time

Snow Fighter Services will be utilized as necessary between October 15 and May 1 of each winter season. As Work arises, MaineDOT will contact the Supervisor to identify plowing needs at specific locations and Supervisor shall call out the CEs designated by the Contractor. The Contractor must provide the designated CEs in response to a Call Out.

Beginning on the Friday before the first full week in December and continuing until the Friday before the first Friday in April, the Contractor’s supervisor shall email a list of available positions for the upcoming week to certain designated MaineDOT personnel. This email shall be sent prior to 10:00 a.m. each Friday and will determine the number of eligible positions that will be available for call out throughout the coming week. This number of eligible positions will establish the Standby Rate through the following week, beginning on Saturday morning at 12:01 a.m. and extending to Friday night at midnight.

If a contractor identifies that a position will be available in the upcoming week and that position fails to report to work on a call-out during that week, the Standby Rate for that position will not be paid for that week. Excessive failure to respond to call outs may result in a reduction of approved, eligible positions that may receive a Standby Rate and may also serve as justification for contract termination.

### Scope of Work

This Work is to include, but is not limited to, providing the Contractor to utilize its employees to plow routes designated by MaineDOT using assigned state equipment as needed by MaineDOT. The Contractors' designated supervisors (hereinafter "Supervisors") may be required to contact the Contractors' Employees (hereinafter "CE" [singular] or "CEs" [plural]) with as little as one hour notice if they are placed on the "short call list." The CEs may be required to operate MaineDOT loaders and load a designated MaineDOT truck during winter operations. The Contractor shall maintain a list of available personnel, including both Supervisors and CEs, meeting the qualifications set forth in this bid and their contact information.

Assigned work will be performed at the bid rates as stated in the "Schedule of Items".

### Operational Requirements

The Contractor shall provide reference contact names and telephone numbers of at least 3 previous customers (these may include MaineDOT personnel) that have had similar work done by the key staff who will be assigned to perform work under this contract.

The Contractor shall identify the key staff that will be assigned to fulfill contract requirements and provide a detailed statement of their qualifications and summary of their relevant experience and knowledge.

The Supervisor may be a working Supervisor who also plows, and in such a case, all requirements of the Contract that apply to other CEs shall apply to such a working Supervisor. MaineDOT will notify the Supervisor of the work in response to a Call Out. The Supervisor shall notify the CEs and ensure that a CE is furnished for each position required by this Contract. CEs shall be at the designated MaineDOT maintenance facility and ready to work within at least one hour after the Department makes the Call Out. The Contractor shall be paid for a minimum of four hours for each Call Out.

The Contractor shall provide CEs that have completed and passed basic safety training for the work expected to be performed including training on personal protective equipment, and OSHA 10 Hour General Industry training. MaineDOT will provide "Snow Fighter training" to CEs that will address the operation of plow trucks, application of materials to the highway, plowing policies and procedures, and loader yard training.

MaineDOT will also provide supplemental information regarding MaineDOT safety and operational practices and policies to the Supervisor for distribution to the CEs.

The Contractor (or its representative Supervisor or CE) shall determine if the designated state equipment is ready for service, in accordance with federal requirements and MaineDOT policy, prior to beginning Work on any day and as needed. If the CE identifies any specific reason(s) why a piece of equipment should not be operated, the Supervisor shall immediately report it to the Department.

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 Snow Fighting. experience shall include, at a minimum, at least two (2) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

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

Contractor must collect and submit a completed and signed vehicle-use agreement form for each CE for MaineDOT's approval.

Contractor must maintain a list of the Contractor's Supervisors and qualified personnel for each MaineDOT maintenance facility. Each list must be updated whenever eligible personnel changes but must also be updated at least seasonally.

Contractor must continually provide all Personal Protective Equipment (PPE) needed to perform job duties and comply with established safety guidelines and procedures. Such PPE shall include the following items for each position: hard hat, class 3 safety vest, safety glasses, hearing protection, gloves, and steel/safety-toed boots.

Contractor through either the CE or Supervisor shall immediately report to MaineDOT any damage to public or private property of any kind or any accidents or injuries that may involve, be caused by or occur within the immediate vicinity of the CEs.

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. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

Contractor must have in place, or participate in, a US DOT compliant drug and alcohol testing program. MaineDOT will provide no drug or alcohol testing services to the Contractor or its personnel. The Contractor must submit certification, prior to award, that they have, and properly administer, a program that meets US DOT requirements.

Contractor must have a program that ensures that its employees will not operate a snowplow unless they are medically certified as physically qualified to do so. The Contractor must submit certification, prior to award, that they have and properly administer a program that meets these requirements.

The Contractor MUST certify that all personnel provided to the MaineDOT in accordance with this Contract have completed the required pre-employment prior employer background checks, have passed a pre-employment drug test and are currently members of a random drug and alcohol testing pool. The Contractor will certify that their supervisory personnel meet the DOT supervisor requirements for CDL programs. The Contractor also agrees that the certification will be subject to state audit at the sole discretion of the state.

If a MaineDOT supervisor determines that reasonable suspicion exists for the testing of a CE, the MaineDOT supervisor will notify the Supervisor and the Contractor shall take the CE for immediate testing (in the case it is a working Supervisor under reasonable suspicion for testing, MaineDOT will notify that working Supervisor's supervisor, or the appropriate contact person identified by Contractor). Contractor shall provide MaineDOT with a copy of the test results. Failure to comply with this section may result in termination of all positions provided by the Contractor.

Contractor shall not provide any CE who has tested positive as a result of a random drug and alcohol test until such time as the CE has successfully completed the Substance Abuse Professional Evaluation Procedures and has been cleared to return to duty. The Contractor shall provide copies of the return to duty test results to MaineDOT.

Contractor shall certify that any CE provided to the MaineDOT in accordance with this Contract who has returned to duty following a positive drug or alcohol test is in compliance with the follow-up drug and or alcohol testing requirements. The Contractor also agrees that the certification will be subject to state audit at the sole discretion of the state.

#### Minimum Snow Fighter Position Qualifications

The following is a list of the Minimum Requirements for positions provided under this contract.

1. Contractor's Employee must be included in a USDOT compliant drug and alcohol testing program.
2. Contractor's Employee must be medically certified that he or she is qualified to operate a snowplow.
3. Contractor's Employee must possess at a minimum a current State of Maine Class B CDL license. Out of State license may be allowed with provided MVR.
4. Contractor's Employee must meet the requirements to drive a state vehicle listed below.
5. Contractor's Employee must pass MaineDOT's Snow Fighter Exam.
6. Contractor's Employee must pass MaineDOT's Loader Yard Certification.

7. Contractor's Employee must not have an excessive number of accident review board and disciplinary actions issued by prior and current places of employment, as determined by the Department.
8. Contractor's Supervisor and employee must be able to communicate effectively to others either in person, over the phone or by radio and must be able to communicate effectively in emergency situations.
9. Contractor's Employee must be able to perform assigned work effectively with minimum supervision.
10. Contractor's Employee must have knowledge of all Laws and OSHA requirements and must be familiar with MaineDOT's safety and operational practices, including the seat belt work rule and the procedures to be followed in case of a vehicle accident.
11. Contractor's Employee must have cellular phone, phone and/or pager in order to be contacted 24/7 for emergency situations.

#### CDL Driver Qualifications

Persons other than state employees may not operate vehicles registered to the State of Maine until all of the following criteria are met:

1. The CE driver shall be at least 18 years of age.
2. The use of the vehicle must be related to the fulfillment of the mission of that State of Maine governmental entity permitting such use of the vehicle.
3. Permission must be granted by an authorized official within the State of Maine governmental department to whom the vehicle is registered.
4. A Vehicle Use Agreement form must be signed by the CE driver, by a State departmental official, and when necessary, approved by Risk Management Division.
5. CE drivers must not have had their license suspended, nor have been convicted of any drug or alcohol related driving violations, nor have been convicted of any unsafe motor vehicle operations including but not limited to speeding, improper passing, failure to yield right of way or stop sign violations. Persons who have been convicted of one or more vehicle violations in the past five years will be evaluated for insurability by Risk Management Division on a case by case basis. Risk Management does not have the ability to check out of state motor vehicle records (MVRS).

Therefore, any CE signing a vehicle use agreement form who has an out of state license MUST (at his/her or your agency's expense) provide MaineDOT with a current MVR from their state before we can continue the approval process. Risk Management will continue to check Maine motor vehicle records at no expense.

6. CE drivers who are notified that their driver's license will be or is suspended must advise MaineDOT no later than the next working day and immediately stop Work; and,
7. CE drivers are prohibited from smoking, carrying or having in their possession a lighted cigarette, cigar, pipe or other object giving off tobacco smoke or vapor in a state vehicle.
8. CE drivers are prohibited from having firearms in a state vehicle.

MaineDOT will review, evaluate and score every accident in as accordance with MaineDOT's Bureau of Maintenance & Operations' Accident/Injury Matrix policy. If the CE accumulates too many points, as determined by MaineDOT, MaineDOT will not allow that CE to operate a state vehicle. In this event, MaineDOT and the Contractor may continue the contract or choose to terminate the Contract. If MaineDOT's insurer determines that a Contractor or CE is prejudicial to the State's insurance program, MaineDOT will not allow the driver to operate a state vehicle.

#### Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (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 the Bidder's key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder's 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 key personnel's experience and number of years performing work related specifically to the Scope of Work in this contract;
3. the name of the owner for whom the work was performed;
4. the name and telephone number of a contact person;
5. a description and value of the work performed by key personnel.

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.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Contractors may be required post bid pre award to demonstrate they meet some of the contractor requirements.

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 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. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

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

1. Qualified - The Contractor has satisfied the 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. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.
- H. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- I. Failure to provide information requested by the Department pursuant to this Special Provision.
- J. Any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- K. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- L. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

### Measurement and Payment

The Contractor be eligible to receive the Standby Rate once each available Snow Fighter meets the Minimum Snow Fighter Position Qualifications and becomes fully certified and available for call out by the Department. **Standby payments will only be made for ELIGIBLE positions that are available within the Standby Period, which begins on the Saturday prior to the first full week in December and ends on the first Friday in April**

For the purpose of billing the Hourly Rate, the Department will work with the Contractor to pre-establish a Primary Position Base (typically a person's residence) for each authorized position. Travel time FROM and TO this Primary Position Base to any assigned Crew Location will be established using the most logical and expeditious route defined in Google Maps. The Round-Trip Travel Time (RTT) will be rounded to the nearest ½ hour and added to the time actually worked, whenever actual travel occurs. When travel is significantly impacted by weather, the Department may authorize a reasonable increase associated with this RTT. The total number of hours actually worked will also be rounded off to the nearest 1/2 hour and added to the approved RTT to establish the total billable hours. The CE shall complete a Daily Work Verification Form (provided by the Department), submit the white copy of the form to the Department's supervisor, and retain the yellow copy for the Contractor's records.

The Contract amount will be determined by the actual work authorized and performed in accordance with the prices included in Appendix A.

MaineDOT will pay the Contractor according to the available Snow Fighters list turned in every Friday for the upcoming week at a flat rate for each approved position for each week at the rates bid in the Schedule of Items.

MaineDOT will pay based upon prices bid and approved invoices submitted by the Contractor in accordance with the Contract provisions.

### Default and Termination

If the Contractor's Supervisor and/or CEs fail to adhere to obligations of this Contract, MaineDOT may give written Notice of Default to the Contractor. Failure to give Notice is in no way a waiver by MaineDOT of its right to enforce any provision of the Contract.

Upon a 3rd Notice of Default, MaineDOT may remove the Supervisor or a CE from the Call List and not allow that CE to operate a state vehicle. In this event, MaineDOT and the Contractor may continue the Contract or choose to terminate the Contract.

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.