

**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.**

Item Description	Estimated Quantities & Units	Unit Price	Total Bid Amount
<b>Annual monitoring, regular maintenance, support and service of Trane Building Automation System and Controls</b>	1 Lump Sum (per year)	\$	\$
<b>Regular Hourly Rate - Hourly rate for additional work and services to the system</b>	40 Hours	\$	\$
TOTAL BID for all Items			\$

**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.** For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

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.

Augusta, MaineDOT 66 Industrial Drive Facility and Headquarters  
HVAC Controls and Building Automation System – Maintenance and Monitoring  
October 17, 2022

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the Plans, Specifications, all Bid Amendments, and all other Bid Documents; (B) examining the As Built Information, Record Document Drawings, the MaineDOT 66 Industrial Drive Trane Building Automation System and Control Specifications and all other information provided or referenced in the Bid Documents; (C) communicating with the Department as provided in Section 102.5 - Communication Before Bid Opening.

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. 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.

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)*

## **I. General Description**

The MaineDOT is accepting Bids with intent to award a contract for the purpose of providing the MaineDOT Fleet building at 66 Industrial Drive, Augusta with maintenance, system analysis and review, repair and monitoring services for the HVAC Controls and Building Automation System. Additionally, the Contractor will be available for on call maintenance and service work at the MaineDOT Headquarters Facility, located at 24 Child Street, Augusta.

The Contract Administrator for this contract will be:

Kevin Doyle, MaineDOT, Fleet Services  
66 Industrial Drive, 26 State House Station, Augusta, Me. 04333  
Telephone: (207) 624-8212

The Contractor shall contact the Contract Administrator, in order to coordinate the work at 66 Industrial Drive and for general contract administration. 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.

MaineDOT Fleet, 66 Industrial Drive:

The facility at 66 Industrial Drive was reconstructed and all new systems installed during the fall of 2014. The Department has made available as-built plans. The Trane Building Automation System and Control Specifications and Record Document Drawings may be accessed at the Department's web site. Bidders are obligated to examine and obtain existing equipment, system and condition information and shall be responsible to verify all existing conditions and equipment. The Department is not responsible for the Bidders' and Contractors' interpretations of, or estimates or conclusions drawn from, the As Built Information and Specifications. Data provided may not be representative of the actual current conditions and equipment.

MaineDOT Headquarters, 24 Child Street:

The equipment at 24 Child Street consists of a Chiller 1, Model Number: RTAAC2004, Serial Number: U02G05763.

## **II. Contractor Requirements**

### Contractor Qualifications and Requirements

The Contractor shall have knowledge and prior experience maintaining and repairing Trane Building Automation System, controls, end devices and accessories to include the Tracer SC system controller, software, networking and possess the ability to maintain current software and provide updates as required.

Any contractor employee working on the system shall possess and maintain all necessary licenses as required by the State of Maine such as boiler operator, electrician, and/or plumber licenses. The Contractor shall submit copies of licenses or certificates when required.

Additionally, the Contractor shall:

- Work effectively with minimum supervision.
- Adhere to of all national and local Codes, Industry Standards and OSHA requirements and have the knowledge to do so.
- Provide all tools and equipment needed to perform required duties.
- Provide a reliable service truck to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- Comply with established safety guidelines and procedures and provide all Personal Protective Equipment needed to perform job duties.
- Adhere to the Contractor's comprehensive Lockout/Tagout policy and have the knowledge and willingness to do so.
- The Contractor shall provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency services.
- The Contractor shall have the necessary personnel and equipment mobilized and be on site within 2 hours or less when MaineDOT has determined an Assignment is an emergency

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope within the last five (5) years.

Post-bid Qualification Submittals

After Bid Opening and as a condition for Award of the Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications. The Bidder must 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.

This documentation shall include a statement of the bidder's qualifications, specifically the personnel with all licenses and certifications listed and equipment available for the work.

This requirement also includes written documentation of the experience of the General Contractor and/or 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 (5) years that highlight the Bidder's and/or subcontractors' related experience. Such information shall include a list of recent experience including:

1. the name of the owner for whom the work was performed,
2. the name and telephone number of a contact person,
3. a description of the work performed,
4. the total cost of each project, and
5. the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed.

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified and has the experience, personnel and equipment and has completed projects of a similar size and scope to properly carry out the terms of the Contract. This review does not modify the Contractor's duty to comply with the contract documents.

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.

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. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site 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.

### **III. Scope of Work**

#### 66 Industrial Drive Facility Annual Monitoring, Regular Maintenance, Support & Service

1. System analysis and review:
  - a. Review the building automation system to minimize software problems, identify and correct programming errors, failed points, points in alarm and points that have been overridden.
  - b. Software optimization to improve system efficiency and assure compliance to specified conditions.
  - c. Calibrate the CO2 alarm system annually, typically in the month of October or as directed.
  - d. Contractor to schedule monthly on-site visits with MDOT personnel to review the system and address questions and concerns that may arise.
  - e. Monthly reports of system operations and recommendations for adjustments/improvements for system efficiency, as a minimum, are to be submitted to the Contract Administrator.
2. Control Loop Tuning:
  - a. Perform loop tuning to assure the system is operating at peak performance for the appropriate season.
  - b. Make manual changes during the heating and cooling season to accommodate current comfort requirements.
  - c. The operation of mechanical loop components is to be verified.

3. Operation Verification and Assessment
  - a. Assure the system is operating as intended.
  - b. Assessment to include manual override discoveries, correct scheduling discrepancies and set point values evaluated.
4. Software updates and Database Backup
  - a. Maintain current and archived backups of all vital Tracer SC databases to expedite system recovery and restoration to the last known set-up.
  - b. The latest service pack updates are to be downloaded and installed to existing software version as available.
5. Control Operator Training for MDOT users
  - a. During regularly scheduled visits, the Contractor's Technicians are to work with MDOT personnel to develop their skills and proficiencies to ensure they fully understand how to effectively use the system.
6. System Monitoring and Alarm Notification
  - a. Provide continuous monitoring of the complete system – 24/7 365 days a year.
  - b. Automated customer notification of system issues and alarms immediately via email, text and voice.
  - c. Archive and report critical alarm data.

#### MaineDOT Headquarters at 24 Child Street

1. On Call repair and analysis of the existing roof top Trane unit.

#### Repair Work

Shall include Work not included in Annual Monitoring, Regular Maintenance, Support and Service. Each specified task or amount of work shall be an "Assignment". Contractors are required to accept and perform all Assignments. The Department and the Contractor shall mutually agree to scope and schedule prior to the Contractor beginning the Assignment. The Contract Administrator for or their designated representative must approve all Repair Work, prior to the Work being performed. The scope of work covered under this contract includes repairing existing controls, software, and accessories and is not intended to be used for replacing and installing new equipment or software. Major or extensive work to systems and replacements, as determined by the Department, will be bid and contracted separately.

#### Additional work

In the event of additional work, the Contractor must present a written proposal to perform the additional work to the Department. Work will not start until approval is in writing from the owner's representative. The proposal should provide justification for the necessity of the additional work and estimated cost of parts, material and labor. Failure to obtain written approval may result in non-payment.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours necessary to complete the additional work. The contractor shall furnish all necessary tools, equipment, labor and materials for all services considered Additional Work.

Emergency repairs may be made without prior authorization when Facility and employee safety, or damage due to freezing/climate conditions are a concern. In situations as this, make the repairs to protect the employees' safety and the facility, and immediately contact the Department. Unless otherwise noted, request for additional work must be made two weeks prior to the work being started.

#### Allowable Work Times

Work is to be performed during MaineDOT operating hours, unless otherwise authorized by the Contract Administrator, which are Monday through Friday, 7:00 AM through 4:00 PM except for they may not work on Holidays as defined in Appendix B, or government closure days. See Measurement and Payment for potential work outside of these hours.

#### **IV. Contract Time**

The Contract will commence work upon Contract execution. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all terms of the contract for up to four (4) additional one (1) year periods, with a 2% increase per year for the entire Contract.

#### **V. Safety**

The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

## **VI. Measurement and Payment**

Annual Monitoring, Regular Maintenance, Support and Service will be paid for at the contract unit price, performed and accepted. Payment will be full compensation for supervision, labor, equipment, materials, parts, supplies, training and other incidentals necessary to perform the Work. Payment of the lump sum (per year) contract price will be made in 12 equal payments as billed by the Contractor.

The Contractor will be paid for approved and accepted Repair Work and Additional Work by the hour for each hour Repair Work and Additional Work is performed at the contract unit price per hour.

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

If required and pre-approved by the Contract Administrator, Hourly Work will be measured as Overtime when the work hours occur on Saturday or extend after 4:00 PM or before 7:00 AM Monday through Friday. Overtime will be paid at 1½ times the contract unit price.

In the case of an emergency only, and if pre-approved by the Contract Administrator, Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday, or a Holiday as defined in Appendix B. Sundays and Holidays will be paid at two times the contract unit price per hour.

The Contractor may choose to perform work outside Straight Time hours of operation for their convenience with prior approval from the Contract Administrator or their designee. The Contractor will be reimbursed for this work at straight time rates.

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 amount of hours will be rounded off to the nearest ¼ hour.

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

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

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

Mobilization will not be paid for separately and shall be considered incidental.

The Contractor shall not begin performing any additional work beyond the scope and requirements listed in the Assignment and Appendix A, without first obtaining written

approval from the Department. In the event of additional work, the Contractor must present a written proposal to perform the additional work to the Department. The proposal should provide justification for the necessity of the additional work and estimated cost of parts, material and labor.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The contractor shall furnish all necessary tools, equipment, labor and materials for all services considered Additional Work.

Payment for replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) plus an additional mark-up of 15%. The cost associated with the replacement part(s) shall not include installation. Installation cost will be paid for at the appropriate hourly labor rate bid price. Payment for the shipping and handling of replacement parts associated for Additional Work will be the actual documented cost (invoice cost from the manufacturer) with no mark-up allowed. **Miscellaneous items and materials such as rags, gloves, cleaning chemicals shall not be billed separately, but shall be considered incidental to related items.** The Department reserves the right to require the Contractor to obtain competitive quotes for parts, were applicable.

MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT. All parts shall be manufacturer original or recommended.

The Contractor shall submit an itemized invoice for hourly rate work to the Contract Administrator for services monthly, or at the completion of the Work for approval and payment. The Department will pay for accepted Work based upon prices bid and complete and correct invoices. Reference Appendix B for further details.

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 in accordance with the terms of this Contract.

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

Subcontracting must be in compliance with Standard Specifications and Appendix B. The Contractor shall perform at least 90% of the value of the Work with its own Work force.

## **VII. 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. Discontinues the prosecution of the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. 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:

- 1<sup>st</sup> Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.
- 2<sup>nd</sup> Incident: The Department will issue a written warning.
- 3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

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