

SERVICE AND CONSTRUCTION

**HEATING, VENTILATION & AIR
CONDITIONING MAINTENANCE**

(NO PIN PROJECT)

REGION 5

2011

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items Worksheet in Appendix A
 - d. two (2) copies of the completed and **signed** Contract Agreement for Transportation Related Maintenance Services form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements, or submittal information stated in Section III of the RFP.
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Town:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333, and endorsed on the wrapper "RFP, Region 5, HAVC Maintenance." will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on August 10, 2011, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: HVAC preventive maintenance and repair services

Location: Region 5 - Various locations in the Counties of Aroostook, Penobscot, Piscataquis, and Washington.

Outline of Work: Provide all labor, equipment and applicable tools to perform preventive maintenance and provide repair services for heating, ventilation and air conditioning units in areas within Region 5, Northern Maine.

The basis of award will be determined using the criteria set forth in the Proposal Evaluation section of Request for Proposal.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no bid bonds, performance bonds or payment bond required.** Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Request for Proposals, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m. or may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m., or at <http://www.maine.gov/mdot/contractors/>

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
July 20, 2011


DALE DOUGHTY, DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (“Contractor”) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request for Proposal for Region 5 Heating Ventilation and Air Conditioning Maintenance
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Request for Proposal for Region 5 Heating Ventilation and Air Conditioning Maintenance, and under the terms of the Contract for **providing all labor, equipment and applicable tools to perform preventive maintenance and provide repair services for heating, ventilation and air conditioning units** in various **towns** in the Counties of Aroostook, Penobscot, Piscataquis, and Washington, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

All work under this contract will be performed for 1 year starting August 16, 2011.

C. Price.

The original Contract amount is Thirty-Five thousand dollars and no cents, \$35,000.00. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and any amendments, and the Contractor's Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, Appendices contained herein for transportation-related services, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, and Contract Agreement, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence August 16, 2011, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

Fourth: That this offer shall remain open for 45 calendar days after the date of opening of bids.

Fifth: 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- Area 6

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)
Bureau of Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
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- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

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The Contractor agrees to complete all work described in Appendix A – Request for Proposal for Region 5 Heating Ventilation and Air Conditioning Maintenance, and under the terms of the Contract for **providing all labor, equipment and applicable tools to perform preventive maintenance and provide repair services for heating, ventilation and air conditioning units** in various **towns** in the Counties of Aroostook, Penobscot, Piscataquis, and Washington, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

All work under this contract will be performed for 1 year starting August 16, 2011.

C. Price.

The original Contract amount is Thirty-Five thousand dollars and no cents, \$35,000.00. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

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This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and any amendments, and the Contractor's Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

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The undersigned, having carefully examined the site of work, scope of work, Appendices contained herein for transportation-related services, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, and Contract Agreement, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence August 16, 2011, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

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Area 2

Area 3

Area 4

Area 5

Area 6

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Date

By:

(Name and Title Printed)
Bureau of Maintenance & Operations

CT: _____

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The Vendor Customer Number of the Contractor is VC000000000 .

The following attachments are hereby incorporated into this Contract by reference:

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- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
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A. The Work.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

All work under this contract will be performed for 1 year starting August 16, 2011.

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The original Contract amount is Thirty-Five thousand dollars and no cents, \$35,000.00. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

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By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

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Fourth: That this offer shall remain open for 45 calendar days after the date of opening of bids.

Fifth: 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

(Date Here)

Date

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Print Name Here)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- Area 6

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)
Bureau of Maintenance & Operations



APPENDIX A

MAINE DEPARTMENT OF TRANSPORTATION REQUEST FOR PROPOSALS FOR

Region 5 HVAC Preventive Maintenance and Repair Services

The MaineDOT is accepting Proposals with intent to award a contract for the purpose of providing the MaineDOT, Region 5, Northern Maine area, with preventive maintenance and repair services for heating, ventilation and air conditioning units. The contract(s) will be awarded for a one year period starting August 16, 2011.

Approximately \$35,000 was spent for preventive maintenance and repair during the past year. This does not guarantee the annual amount for services under this contract.

I. SCOPE OF WORK & REQUIREMENTS

The Region is broken up into 6 areas and multiple contracts may be awarded. Contracts will be awarded by the Area. Bidders may bid 1 or all areas, but must bid on all location within an area. The areas with locations are:

Area 1: Medway Maintenance
Medway Rest Area
Winn Maintenance
Macwahoc Maintenance

Area 2: Crystal Maintenance
Sherman Maintenance
Oakfield Maintenance

Area 3: Houlton Office Building
Houlton Rest Area/Info. Center
New Limerick
Linneus Maintenance
Amity Maintenance

Area 4: Topsfield Maintenance
Springfield Maintenance

Area 5: Ashland
Presque Isle Office
Presque Isle Bridge
Presque Isle Maintenance
Mars Hill Maintenance
Fort Fairfield Maintenance
Caribou Maintenance
Woodland Maintenance

Area 6: Van Buren Maintenance
Fort Kent Maintenance
Madawaska Maintenance

A. Preventive Maintenance Services – Perform preventive maintenance service as described below on equipment at rates listed on the Appendix A worksheet. Rates shall be full compensation for performing the work. Travel and truck costs, miscellaneous materials and items, and all overhead and incidentals necessary to complete the work **shall not be measured for payment** and will be considered incidental to the bid rates.

1. Heating Units - are to be serviced between the contract start date and September 30th of the contracted year and must be scheduled and coordinated prior to this date with the Department Contract Administrator. Work is to be performed during MaineDOT operating hours unless otherwise authorized. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

Waste Oil Furnaces are to be cleaned on the annual visit, but are to be cleaned the first week of each month between November and May.

Preventive maintenance service to each unit shall include but not limited to the following:

1. All safety devices will be cleaned, overhauled and adjusted as necessary.
 2. All furnaces and heat exchangers will be cleaned and inspected.
 3. All controls will be checked, cleaned and calibrated.
 4. All electrical connections will be inspected and tightened if required.
 5. All corroded components of the heating system will be cleaned and reported.
 6. All units will be started and run through a complete heating cycle to ensure trouble-free operations.
 7. All heating equipment will be fired, tested and adjusted for maximum efficiency.
 8. All burner assemblies will be cleaned and adjusted as specified by the manufacturers' specifications.
 9. All filters will be replaced with pleated filters and once on the annual service and **the second in mid January**.
 10. All motors, bearing, valves and other equipment requiring lubrication will be cleaned, lubricated and adjusted.
 11. All motors, pumps, fans couplings, seals and mounts will be inspected and adjusted.
 12. Drive belts will be inspected and replaced as required.
 13. Defective and inoperative equipment will be identified and reported immediately to Contract Administrator.
2. Ventilation and Air Conditioning Units are to be serviced between May 1st and May 31st and must be scheduled and coordinated prior to this date with MaineDOT Contract Administrator. **In July** the Air Conditioners are to be inspected, free from dust and an efficiency test performed for optimal working condition.

Work is to be performed during MaineDOT operating hours unless otherwise authorized. Work scheduled at designated locations must be complete before moving on to the next scheduled area.

Preventive maintenance service to each unit shall include but not limited to the following:

1. Equipment will be cleaned and inspected for proper airflow.
2. Coils and blowers will be inspected, brush-cleaned and vacuumed from dust.
3. Disposable filters will be replaced with pleated filters and washable filters will be cleaned.
4. Motors, pumps, fans, couplings, seals and mounts will be inspected and checked for proper operation and condition.
5. Motors, bearings, automatic valves and other equipment requiring lubrication will be lubricated as required and adjusted.

6. Safety Devices will be cleaned and checked for proper operation.
7. OEM temperature controls will be cleaned and calibrated.
8. Electrical connections will be inspected and tightened.
9. Drive belts will be replaced, aligned and tensioned.
10. Air conditioning and ventilation equipment will be tested and adjusted for maximum efficiency.
11. Defective and inoperative equipment will be identified and reported immediately.
12. The refrigerant will be tested and charged if needed.

B. Repair Services

1. Provide repair services to equipment listed in Appendix A as requested by MaineDOT during regular business hours of 7:00 a.m. to 5:00 p.m. unless otherwise authorized by MaineDOT. Proposal should include hourly rates for performing work in the Region 5 locations. Service hours shall be measured by the actual hours actually performed to the nearest quarter hour. The hourly rates shall be full compensation for performing the work, travel costs, miscellaneous materials and items, and all overhead and incidentals necessary to complete the work. **Hourly rates to begin upon arrival at the location and end with the departure from the facility. Truck, mileage and Travel time will not be measured for payment** and will be considered incidental to the hourly rate. Replacement parts shall be billed on an itemized invoice. **Contractor is to receive prior approval from the Contract Administrator for parts orders over \$500.00.** Miscellaneous items and materials shall not be billed separately, but shall be considered incidental to related items.
 2. Response time to emergency services must be within 24 hours of call. Travel time for emergency calls will not be measured for payment and considered incidental to the hourly rate.
- C. Service reports stating date, time, technician's name, work completed, location of unit, unit type and noting any obvious problems or recommendations for repairs will be completed and left on site.
- D. Update or place service log on each unit and indicate date of service, type of service performed and technician's name.
- E. Service and parts needed over and above what is specified in this agreement must be authorized by the MaineDOT prior to any work performance or replacement.
- F: Upon written notification and contract modification, equipment and locations may be changed or deleted, and added at agreed upon prices.

II. PROPOSAL WORKSHEET

- A. MaineDOT is requesting annual lump sum Proposal to perform preventive maintenance for each site and an hourly rate to perform repair services. Proposers are to use the Proposal worksheet in Appendix A for bidding. Proposal prices shall be full compensation for actual performance of work listed on page 1, I. Scope of Work, A. Preventive Maintenance and B. Repair Services, at designated locations. **Travel to sites, truck costs, disposal fees, miscellaneous materials and items, and all overhead expenses will be considered incidentals and will not be measured for payment.**
- B. Proposers may schedule site visits prior to submitting Proposal by calling the "Contact Person" listed on the worksheet.

III. PROPOSAL SUBMISSION

- A. Your Proposal should include detail description and history of your business, number of licensed technicians qualified to perform services, 3 references and completed Proposal worksheets in Appendix A.
- B. Items listed under #2 in the “Bidding Instructions”.

IV. GENERAL INFORMATION

This RFP does not commit MaineDOT to pay any costs incurred in preparing and submitting your Proposal, or in procuring or sub-contracting for services or supplies related to the proposal. 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.

V. PROPOSAL EVALUATION

An Evaluation Committee will read and score each Proposal.

The Proposals will be scored on the basis of the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
1. Vendor experience and qualifications	35%
2. Price	35%
3. References & prior work experience/history with MaineDOT and other known vendors	30%

The contract award will be made to the Proposer whose Proposal receives the Committee’s highest score following the final review.

The Committee reserves the right to request additional information from Proposers and to request clarification if needed.

**Appendix A
MaineDOT Proposal Worksheet**

The following is a list of heating units and locations by Areas. Proposer may bid on 1 or all Areas.

Company Name:

Telephone #:

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Heating units to be serviced between contract start date and September 30th, 2011, and second filter replacement in January 2012. Air Conditioning Units to be serviced between May 1st and May 31st, 2012, and efficiency test performed in July 2012 .

Waste Oil Furnaces are to be cleaned on annual visit and also cleaned during the first week of each month between November and May.

Area 1

Town	Location/Bldg #	Quantity	Unit	Model #	Rates
Medway	Maintenance Lot	2	Magic Chef Furnaces	L13-350G12	
		2	Beckett Burner	SF	
		2	Draft Induceers	I	
Lump sum for all preventive maintenance services for all equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Medway	Rest Area	4	Modine Heaters	PD50AE0185	
		4	Cook Air Exchangers	60 TCNB	
Lump sum for all preventive maintenance services for all equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Winn		1	Magic Chef Furnace	L13-350G12	
		1	Beckett Burner	SF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Medway Waste Oil	Maintenance	1	Clean Burn Furnace	CB1800	
		1	Clean Burn Furnace	CB500	
		1	1/6 hp Webster Lift Pump		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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Macwahoc	Maintenance Lot	1	Power Matic Furnace	CF400	
		1	ABC Burner	935777	
		1	Therm Oval Boiler	VTF-801	
		1	Beckett Burner	SF	
		1	Draft Inducer	I	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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AREA 2					
Town	Location/Bldg #	Quantity	Unit	Model #	Rates
Crystal	Maintenance Lot	1	Cox Furnace	HO300	
		1	Beckett Burner	AFG	
		1	NY Boiler	WH 171	
		1	Beckett Burner		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Oakfield	Maintenance Lot	2	Magic Chef Furnace	L1350C12	
		2	Beckett Burners	SF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Sherman	Maintenance Lot	1	Magic Chef Furnace	L13-350G12	
		1	Beckett Burner	SF	
		1	Bock Hot Water Heater	32E	
		1	Bock Burner	MSR	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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Oakfield	Maintenance Lot	1	Clean Burn Furnace	CB1800	
Waste Oil		1	Clean Burn Burner	CB500	
		1	Lift Pump 1/6 hp Smith		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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AREA 3					
Town	Location/Bldg #	Quantity	Unit	Model #	Rates
New Limerick	Bridge Maint.	1	Cox	HO300	
		1	Beckett	SF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Amity	Maintenance Lot	1	Hallamrk	HSD140	
		1	Beckett Burner	A+AF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Linneus	Maintenance Lot	1	Metromatic	LB200	
		1	Beckett	AFG	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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Houlton	Rest Area/Information Ctr	1	Weil McLain Boiler	A/B WTGO 7	
		1	Weil McLain Burner	QB-300	
		1	Taco Circulator	0013-F3	
		1	Sterling Heater	HS-132S	
		3	Mester Cabin Heaters	RC-1200-06	
		2	Mester Cabin Heaters	RC-1200-02	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Houlton Office	Office		Bard Propane Units	WAG26GA54CX	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Houlton	Information Center	1	Sanyo Split type A/C	KS0971-C0971	
Air Conditioning		1	Sanyo Split type A/C	KS2472-C2472	
		1	Sanyo Split type A/C	XH2672R-C2672	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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AREA 4					
Town	Location/Bldg #	Quantity	Unit	Model #	Rates
Springfield		1	Cox	HO300	
		1	Beckett Burner	SF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Topsfield	Maintenance Lot	1	Williamson Furnace	T167-15-2	
		1	Beckett Burner	AFG	
		1	Magic Chef Furnace	LG14-350	
		1	Beckett Burner	SF	
		1	Draft Inducer	I	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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AREA 5					
Town	Location/Bldg #	Quantity	Unit	Model #	Rates
Ashland	Maintenance Lot	2	Riello 40 Burner		
		2	Buderus G315 Boiler		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Caribou	Maintenance Lot	4	COX Furnaces	HO300	
		4	Beckett Burners	AFG	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Fort Fairfield	Maintenance Lot	1	Brock Hot Water Heater	IB-30	
		1	Beckett Burner		
		2	Magic Chef	L13-350G12	
		2	Beckett Burner	SF	
		1	Draft Inducer	I	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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Presque Isle	Maintenance	7	Grinnell Thermolier Heaters		
		1	Weil-McLain Boiler		
		1	Carlin Burner	800CRD	
		1	Circulator Pump	143TZ	
		2	Sid Harveys Circulator	1101H	
		1	Lift Pump	UPH48517T290J	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Presque Isle	Office Buidng	1	Weil-McLain Boiler	478	
		1	Carlin Burner	201-CRD-W	
		2	B&G Circulator Motors		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Presque Isle	Bridge Maint.	1	Magic Chef	L13-350C12-3	
		1	Beckett Burner	SF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

Mars Hill	Maintenance Lot	1	Cox Furnace	HO300	
		1	Beckett Burner	AFG	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
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Woodland	Maintenance Lot	1	Western Burner	JB10-07-RM7895C-H-UL	
		1	Smith Boiler	28A-8 SERIES	
		1	LEESON Circulator Motor	C145K17DK9C	
		3	Smith Circulator Motors		
		2	Taco Circulators	009-FS	
		1	Trane MCC Unit	MCCA021UB0A00000U	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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AREA 6					
Town	Location/Bldg #	Quantity	Unit	Model #	Rates
Fort Kent	Maintenance Lot	1	GE Lift Pump Motor		
		1	Cox Furnace	HO300	
		2	Beckett Burners	SF	
		1	Magic Chef Furnace	L13-350C12	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Van Buren	Maintenance Lot	1	Magic Chef Furnace		
		1	Sunray Burner	93C-2-LC	
		1	Lochinvar Domestic Hot Water	BRE030	
		1	Beckett Burner	A and AF	
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$
Madawaska	Maintenance Lot	1	Williamson Furnace	T167-15-2	
		1	Williamson Burner	02-693	
		2	Modine Furnaces		
		3	Breckett Burners	SF	
		1	Magic Chef Furnace	L13-350G12	
		1	Bock Burner	M	
		1	Bock (Domestic hot water)		
Lump sum for all preventive maintenance services for equipment listed at this site.					\$
Hourly rate for repair/emergency services at this site - Regular hourly rate					\$
Hourly rate for repair/emergency services at this site - Premium hourly rate (for hours outside of "allowable work time" specified in the Special Provisions)					\$

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APPENDIX B

May 19, 2010

SPECIAL PROVISIONS
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE SERVICES

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further,

MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium (“Project Records”) that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 7 days written notice. 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. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition 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.

14. **GOVERNMENTAL REQUIREMENTS** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies

include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

18. **INSURANCE** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

Workers' Compensation For all Work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$400,000.00 per occurrence.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

- Contract Agreement, Transportation Related Maintenance Services
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed or Request for Proposals
- Appendix C – Special Provisions
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments
- State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 as updated through advertisement, Sections 101, 102, 103 and 111.

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS** The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals as needed to perform the Work in Conformance within the Contract Time. 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.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

26. **ENVIRONMENTAL REQUIREMENTS**

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;

B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or

C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

27. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site

unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

29. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and Location of Service
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract.

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

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

30. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

31. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

32. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

33. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

APPENDIX C
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contract Administrator The contract administrator for this contract will be:

Name: Keith Richards
Title: Transportation Operations Manager
Address: Maine Department of Transportation, Region 5
41 Rice Street
Presque Isle, ME 04769
Tel # (207)764-2060

Allowable Work Times The Contractor shall perform work only during regular business hours, unless requested and approved by MaineDOT, which are Monday through Friday, 7:00 AM through 4:30 PM except for they may not work on state government closure or state holidays. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Project Specific Emergency Planning Unless the Contract provides for closure of an existing facility, the Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

Invoices and Payments

The Contractor shall submit an itemized bill to the Contract Administrator at the address stated in this appendix for services at Bid Prices at the completion of the project for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates & Location of Service
Description of Service
Number of billable hours
Amount Due

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

Changes 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 quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Force Account Work Compensation for Force Account Work will be computed according to State of Maine, Department of Transportation, Standard Specifications, Section 109.7.5.

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 begin 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. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

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

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

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

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

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

SPECIAL PROVISION
BASIS OF AWARD

The successful bidder(s) is determined by using the weighted criteria described in the Request for Proposal. The award will be granted by area to the bidder(s) with the Evaluation Committee's highest total score.

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“ The Bidder(s) with the highest scored responsive Bid by area as determined by the Department is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, Request for Proposal information and worksheet, 2 copies of the completed Contract Agreement form and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

102.1.1 Basic Requirements Change the first sentence from: “...(A) comply with the Prequalification Procedure adopted by the Department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department...” to “(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department...”.

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder(s) to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

103.4 Notice of Award Delete the section in its entirety and replace with the following:

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance certificates, special certifications, and other information from the Apparent Highest Scored Bidder of each area. All items must be delivered to the Department’s Bureau of Maintenance and Operations. The Apparent Highest Scored Bidder(s) is determined by area by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder(s) with the Evaluation Committee’s highest total score if the bid is determined to be responsive, the pre-Award Conditions are met and the Department chooses to Award the Contract. Once these pre-execution conditions are met, the Department will execute the Contract(s) and notify the Contractor(s) of the award with a written Notice of Award. If the Department and the Apparent Successful Bidder(s) agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract Agreement, Transportation Related Maintenance Services form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Transportation Related Maintenance Services form and execute the Contract(s). The point of Contract execution is when the Department signs the contract.”

CONTRACT AWARD APPEAL

The Contract award is a final decision of MaineDOT. Any person aggrieved by the award decision may appeal the decision to the MaineDOT, Director of Maintenance & Operations. The appeal must be in writing and filed with the Director of Maintenance & Operations, 16 State House Station, Augusta, Maine 04333-0016, within 14 calendar days of contract award date.