

APPENDIX A  
SPECIAL PROVISION  
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor: \_\_\_\_\_

**SCHEDULE OF ITEMS  
ON CALL PLUMBING SERVICES**

**Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs:**

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

**Do not make handwritten changes to the bid documents.**

**Scoring**

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

Criteria	Weight
1. Price	95%
2. Economic Impact within the State of Maine	5%

The scoring formula for price is: (Lowest submitted cost/ Cost of bid being scored) x 95 = pro-rated score.

**1. Price**

**BIDDERS ARE NOT REQUIRED TO BID ALL ITEMS.**

Description	Estimated Quantities & Units	Unit Price \$/Per Hour	Bid Amount = Est Qty. X Unit Price
<b>Master Plumber per Hour</b>	<b>250 Hours</b>		
<b>Journeyman Plumber per Hour</b>	<b>50 Hours</b>		
<b>Plumbers Helper per Hour</b>	<b>50 Hours</b>		
<b>TOTAL BID</b>			

**For clarification, refer to Measurement and Payment in Appendix A.**

**List addresses of Bases of Operations and Headquarters**

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\_\_\_\_\_  
(Print Respondent's Name & Title)

\_\_\_\_\_  
(Signature)

**2. Economic Impact within the State of Maine (5 points)**

In addition to bid prices, each Bidder is required to check the boxes below to indicate their Economic Impact upon the State of Maine. The term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine Economy and public revenues within the State of Maine. "Currently" is defined as within the last twelve months.

Bidder currently employs Maine residents	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently pays Maine corporate and/or income taxes	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently pays property taxes to government entities in Maine	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently purchases inventory, supplies and/or services from Maine businesses	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bidder currently has other Economic Impact upon Maine	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Bidders are required to follow the format and respond to all questions and instructions specified in the "Schedule of Items". It is the responsibility of the Bidder to provide all information requested in the bid package at the time of submission prior to the date and time specified in the Notice to Contractors. For each "yes" box checked, the bidder will receive one point. For each "no" box checked, the bidder will receive no points. For each question a bidder checks neither or both boxes, the bidder will receive no points. Bidders shall take careful note that in scoring a bid submission, the Department will consider only the boxes checked for scoring purposes and that additional comments and conditional language will not affect the scoring.

\_\_\_\_\_  
(Print Respondent's Name & Title)

\_\_\_\_\_  
(Signature)

Contract Administrator The Contract Administrator for this contract will be:

Eric Willett - Transportation Operations Manager  
Maine DOT  
219 Hogan Road  
Bangor, ME 04401

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Contractor Requirements

The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within 3 hours or less when the assignment is an emergency as determined by the MaineDOT.

The Contractor must have a minimum of three years of experience performing each type of work that they expect to perform.

Ability to work effectively with minimum supervision.

Knowledge of all Plumbing Codes and OSHA requirements.

All tools and equipment needed to perform required duties.

A reliable vehicle to provide transportation for employee's to and from jobsite. Vehicle must carry all tools, supplies, and equipment needed for job duties.

All Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.

Must provide contact list with phone numbers in order to be contacted for services.

Scope and Specifications of Work to be Performed

- a. As work arises, the MaineDOT will assign work to the Contractor. This work is to include but not limited to general Plumbing maintenance and repairs in our garages, office buildings, crew quarters, and out buildings within MaineDOT Region 4 area, in the Counties of Penobscot, Piscataquis, Hancock, and Washington.
- b. Assignments will be performed by one plumber and a service truck unless otherwise directed by the Department. If the contractor determines that additional plumbers or equipment are needed, the contractor must get prior Department approval for the additional workers or equipment to be measured for payment.
- c. Assigned work will be performed at the bid rates as stated in the “Schedule of Items”. Any item not contained in this “Schedule of Items” will be decided and agreed upon between the MaineDOT and the Contractor. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be purchased by the Contractor and which will be purchased by MaineDOT.

Measurement and Payment

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour, overtime will be paid at the contract unit price per hour at time and 1/2, Sundays and Holidays will be paid at the contract unit price per hour at double time.

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

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

Hourly Work will be measured as overtime when the work hours occur on Saturday or extend after 4 PM or before 7AM Monday through Friday.

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

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

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

For the purpose of billing the Contractor will begin billing there 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 rounded off to the nearest ¼ hour.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Maine Department of Transportation Bangor Office, for services at the completion of the assignment and acceptance of the finished material.

Allowable Work Times Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 4:00 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

Basis of Award and Assignments

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

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

The Department and each responsive bidder may enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department according to the following terms. Work will be assigned under these contracts according to the following process: The Department will estimate the Contractor with the highest score for the particular Work (the “Assignment”) based on the individual unit bid prices for the total quantity of estimated work in that Assignment and the Economic Impact responses provided in the bid. The Department will offer to assign the Work to the Contractor with the highest score for the particular Work (the “Assignment”), with the ability to perform the Work, and that Contractor will have first option to perform work. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment, complete the Assignment in the allotted time, or does not have the equipment, experience or ability to complete the Assignment, then the Contract Administrator will contact the firm that is estimated to have the next highest score to see if that Contractor will accept the Assignment and subsequent Contractors in descending order of the scoring, until a Contractor accepts the Assignment. The Department will estimate the cost for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment. The Department and the Contractor shall mutually agree to quantities and schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered.

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

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 Assignment or Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment,
- C. Fails to perform Work when specified in the Assignment.
- 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 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 Assignment in an acceptable and timely manner.

**SPECIAL PROVISIONS**  
**ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS**

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions Add the following:

“MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

101.2 Definitions Apparent Low Bidder Delete the section in its entirety.

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

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders 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.”

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following:

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”



101.2 Definitions Contractor Delete the entire section and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder in a low Bid process or the successful Proposer in a best value type of Contract becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

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

“Successful Bidder All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidder.”

## SPECIAL PROVISION SECTION 102 BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

“The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, WIN (if applicable) and/or Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening."

102.11.2 Curable Bid Defects A. Change "Contract Agreement Offer and Award forms" to Contract form.

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive."

102.11.2 Curable Bid Defects Add the following:

"G. The check boxes in the Schedule of Items, Appendix A, Section 2: Economic Impact within the State of Maine have not been completed.

Upon Notification, the Contractor may be given 5 business days to complete the check boxes in the Schedule of Items, Appendix A, Section 2. After the 5 days has elapsed, the points will be awarded and scored per Appendix A, Section 2."

### SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

“The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.”

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the bonds (if applicable), insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”