

PUMPING SERVICES

REGION 5

Updated 10/18/2007

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 Appendix A Worksheet
 - c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - d. The completed Contractor Information Sheet
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, 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 sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building 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.

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> .

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 for Pump Services, Region 5, Northern Maine" will be received from contractors at the Reception Desk, Maine DOT Building, 24 Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 30, 2008, and at that time and place publicly opened and read. All other Bids may be rejected.

Description: Pump building floor drains, vacuum and clean culverts and catch basins, and transport to disposal site in the Northern Maine Region.

Location: Various locations in Aroostook County, Penobscot County, Piscataquis County, Somerset County and Washington County.

Outline of Work: Provide all labor and furnish all equipment, supplies and other applicable tools to perform services described above for Northern Maine Region.

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/contractor-consultant-information/contractor_cons.php contains a copy of the 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.

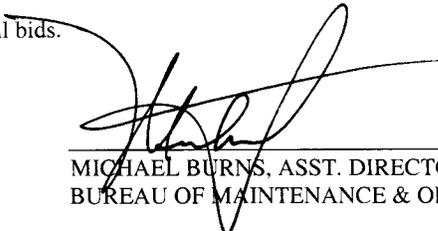
Request for Proposal, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They can be obtained at no cost at the Department at 24 Child Street, Augusta, Maine, between the hours of 8:00 a.m. to 4:30 p.m., or may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or at <http://www.maine.gov/mdot/comprehensive-list-project/project-information.php>

This Contract is subject to all applicable Federal 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/contractor-consultant-information/contractor_cons.php

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

Augusta, Maine
July 9, 2008



MICHAEL BURNS, ASST. 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/comprehensive-list-projects/project-information.php> 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)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 _____

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A, Sections A, B and C in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping building floor drains, vacuuming and cleaning out catch basins and culverts, and transport of collected materials to disposal site in various towns** in the Counties of **Aroostook, Penobscot, Piscataquis, Somerset and Washington**, in The State of Maine. The Work includes pumping, vacuuming and cleaning services, transport to disposal site, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work, 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

The Contractor agrees to complete all Work, for the period of August 2008 to August 2009. This contract expires August 15, 2009.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections A, B and C in the Department’s Request for Proposal 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 Request for Proposal and the Contract are still complete and accurate as of the date of this Request for Proposal.
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. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping building floor drains, vacuuming and cleaning out culverts and catch basins, and transport of collected material to disposal site in various towns in the Counties of Aroostook, Penobscot, Piscataquis, Somerset, and

Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

The Offeror agrees to perform the work required at the price specified above and in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Third: 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 execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein. Contract amount is _____.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns,
Asst. Director Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 _____

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A, Sections A, B and C in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping building floor drains, vacuuming and cleaning out catch basins and culverts, and transport of collected materials to disposal site in various towns** in the Counties of **Aroostook, Penobscot, Piscataquis, Somerset and Washington**, in The State of Maine. The Work includes pumping, vacuuming and cleaning services, transport to disposal site, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work, 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

The Contractor agrees to complete all Work, for the period of August 2008 to August 2009. This contract expires August 15, 2009.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections A, B and C in the Department’s Request for Proposal 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 Request for Proposal and the Contract are still complete and accurate as of the date of this Request for Proposal.
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. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping building floor drains, vacuuming and cleaning out culverts and catch basins, and transport of collected material to disposal site in various towns in the Counties of Aroostook, Penobscot, Piscataquis, Somerset, and

Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

The Offeror agrees to perform the work required at the price specified above and in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Third: 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 execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein. Contract amount is _____.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns,
Asst. Director Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 ABC

a corporation or other legal entity organized under the laws of the State of MAINE, with its principal place of business located at ABC STREET, BC, MAINE 12345

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A, Sections A, B and C in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping building floor drains, vacuuming and cleaning out catch basins and culverts, and transport of collected materials to disposal site in various towns** in the Counties of **Aroostook, Penobscot, Piscataquis, Somerset and Washington**, in The State of Maine. The Work includes pumping, vacuuming and cleaning services, transport to disposal site, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work, 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

The Contractor agrees to complete all Work, for the period of August 2008 to August 2009. This contract expires August 15, 2009.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections A, B and C in the Department’s Request for Proposal 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 Request for Proposal and the Contract are still complete and accurate as of the date of this Request for Proposal.
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. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping building floor drains, vacuuming and cleaning out culverts and catch basins, and transport of collected material to disposal site in various towns in the Counties of Aroostook, Penobscot, Piscataquis, Somerset, and

Washington, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

The Offeror agrees to perform the work required at the price specified above and in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Third: 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 execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

(Date Here)

CONTRACTOR
(Sign Here)

Date

Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)

(Print Name Here)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein. Contract amount is _\$_____.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns,
Asst. Director Maintenance & Operations

Witness

SAMPLE

Appendix A

Maine Department of Transportation
Request For Proposal
Floor Drain and Catch Basin Pumping & Vacuuming Services
Region 5, Presque Isle

A. Scope of Work: Provide pumping services for various building floor drains, vacuuming and cleaning of catch basins and culverts, and transport of collected material to approved appropriate facility in the Region 5, Northern Maine area. Also perform fiber optic camera work in drainage systems as needed. Approximately \$80,000 was paid for 2007 services. This does not guaranty the annual amount for services under this contract. Following the contract award, successful bidder will enter into a 1 year contract with the Department.

B. Description of Services – Work covered by this proposal consists of providing all labor and furnishing all equipment, supplies and other applicable tools to perform the services stated above. Disposal fees will be paid for by MaineDOT directly to the disposal site vendor.

Services will be performed on an as needed basis as directed by MaineDOT and must take place no longer than 72 hours after requested.

The Northern Region is broken into 3 geographic areas. Bidder may bid on 1 or all areas but must specify which area(s).

Area 1 - Northern Area- Include assets assigned to crews in Fort Kent, Madawaska, Van Buren, Caribou and all out lying towns in this area

Area 2 – Central Area – Include assets assigned to crews in Presque Isle, Ashland, Oakfield, Houlton, Linneus and all out lying towns in this area.

Area 3 - Southern Area- Include assets assigned to crews in Topsfield, Macwahoc, Medway, Sherman, Crystal and all out lying towns in this area.

If you need further details about the area that encompasses the Areas/Crews, please contact:

Keith Richards
41 Rice Street
Presque Isle, Me. 04769
(207) 764-2060

The Department has the right to change asset locations in the crews by notifying successful bidder in advance.

C. Requirements and equipment

- Proposal bids should include transport of collected material to and from disposal site.
- Assure pumping, vacuuming, cleaning, and transporting services can be performed within 72 hours of call.
- Vacuum Tanker Equipment must hold a minimum of 2,000 Gals with a suction that meets the capability of the Tanker unit(Holding Tanks).

Appendix A

- Vacuum truck must have a minimum capacity of 1,000 Gallons of fresh water and 2,000 Gallon holding tank for waste with a vacuum that meets tanks compatibility (Building, Culverts, Catch basins, Etc.)
- A minimum push and pull fiber-optic camera capable of looking into drainage systems with pan and tilt.
- Industrial Steamer system used for cleaning and thawing with a minimum 1500 PSI, BTU 180,000 and 3GPM.
- Possess or obtain attachment for vacuum truck that will be used to cut obstructions as it is vacuumed into the truck for beaver problems

D. Proposal Evaluation

An evaluation Committee will read and score each proposal on the basis of the following weight criteria:

Cost 50%
Experience 20%
Meeting Requirements 30%

Once scores are final, award will be made to the bidder whose proposal receives the Committee's highest score. Successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

The information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals becomes public record and is therefore available for public inspection upon request.

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.

E. Proposal Submittal Information

Proposal Content

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all information required may be sufficient cause for rejection of the proposal or rescission of an award. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof.

At a minimum, the proposal should include the following:

- Name, address, phone number, FAX number, and e-mail address of bidder
- Provide a detailed description of your business.
- References (a minimum of 2 from current clients)
- Completed work sheet.

Appendix A

F. Contractor Payment

Successful bidder will submit monthly invoices to the Department for services provided in accordance with rate schedules listed in Appendix A. Payments are subject to the Contractor's compliance with all items set forth in the contract.

Appendix A

References

Company Name	Address	Contact	Telephone #

(Print Respondent's Name and Title)

Signature

Date

Overview of your Company (May attach information)

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 with the highest scored responsive Bid 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

102.7.1 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 Agreement, Offer, & Award 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.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1. Analysis of Bids. Add the following Statement “

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 a insurance, special certifications, and other information from the Apparent highest scored Bidder. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable.

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Federal Wage Rates do not apply to this project.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.1 Contractor's Safety Program Replace with the following: "The Contractor shall comply with its safety program and this Section 105.2 - Health and Safety. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance."

The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

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.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

BASIS OF AWARD

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

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

1. All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**
2. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
3. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
 - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
4. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
5. Any costs related to this plan shall be considered incidental to the contract.