

# **Service and Construction**

## **Visitor Information Center Janitorial & Ground Maintenance Services Fryeburg**

**2015**

# **MAINTENANCE & OPERATIONS**

## **STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper bids.
2. As a minimum, the following are to be completed and must be received prior to the time of bid opening:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed Schedule of Items, Part 1. Price and 2. Economic Impact, in Appendix A
  - d. two (2) copies of the completed and signed Contract Agreement for Transportation Related Services form
  - e. The completed Contractor Information Sheet
  - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. Include prices for all items in the Schedule of Items
4. For security and other reasons, all Bid Packages which are mailed or sent express, 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 or Region:
  - 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 or Region:
- 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 or Region:
- Name of Contractor:

5. 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. <http://www.maine.gov/mdot/mainedotdirections.htm>. If a paper Bid is to be sent express, “FedEx First 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, 16 State House Station, Augusta, ME 04333-0016.
6. 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, November 2014 Edition.

# 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 an optional plan holders 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 fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto: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 from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov) or submitted to the Department at the pre-bid meeting.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



### **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/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**



**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 "Bids for **Janitorial and Grounds Maintenance** in the town of **FRYEBURG**" 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 April 15, 2015 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Janitorial and grounds maintenance services.

Location: In Oxford County, project is located at the Fryeburg Visitor Information Center.

Outline of Work: Janitorial and Grounds Maintenance and other incidental work.

**A Mandatory pre-bid meeting and site walk through will be held on day March 31, 2015 starting at 9:30 am at the Fryeburg Visitor Information Center, Fryeburg, Maine.**

**The basis award will be determined using the criteria set forth in Appendix A.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall 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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. 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. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They 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., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

**There will be no bid bonds, performance bonds or payment bond required.**

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. 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  
March 25, 2015

  
CLAYTON CURTIS  
ASST. HIGHWAY MAINTENANCE ENGINEER  
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)

CTM: \_\_\_\_\_

**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 – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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 – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Visitor Information Center – Janitorial and Grounds Maintenance**, in **Fryeburg**, 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.**

This contract commences on **May 3, 2015** or when executed, whichever is latest and expires on **May 1, 2016**. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is \_\_\_\_\_  
\$\_\_\_\_\_. 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, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices contained herein, 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 upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)

Maintenance & Operations

CTM: \_\_\_\_\_

**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 – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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 – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Visitor Information Center – Janitorial and Grounds Maintenance**, in **Fryeburg**, 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.**

This contract commences on **May 3, 2015** or when executed, whichever is latest and expires on **May 1, 2016**. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The quantities given in the Schedule of Items in Appendix A of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is \_\_\_\_\_  
\$\_\_\_\_\_. 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, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices contained herein, 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 upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)

Maintenance & Operations

CTM: \_\_\_\_\_

**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 **ABC COMPANY** (“Contractor”) a corporation or other legal entity organized under the laws of the State of ME, with its principal place of business located at 123 ANY STREET, TOWN, ST 00000, with a mailing address of PO BOX XXX, TOWN, ST 00000, and a telephone number of (123)456-7890.

The Vendor Customer Number of the Contractor is VC000000000.

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

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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 – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Crushing Services**, in **Regions 2, 3 & 4**, 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.**

The Contractor agrees to complete all Work, except warranty work, on or before the dates given in Appendix A. This contract expires on **December 31, 2015.**

**C. Price.**

The quantities given in the Appendix A of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is **Place bid here in alphabetical form such as One hundred, two dollars and ten cents.**

**\$ Repeat bid here in numerical terms such as \$102.10**. The Maine DOT does not guarantee the use of any or all of the Contract amount.

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, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices contained herein, 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 upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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*

CONTRACTOR  
*Sign Here*

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

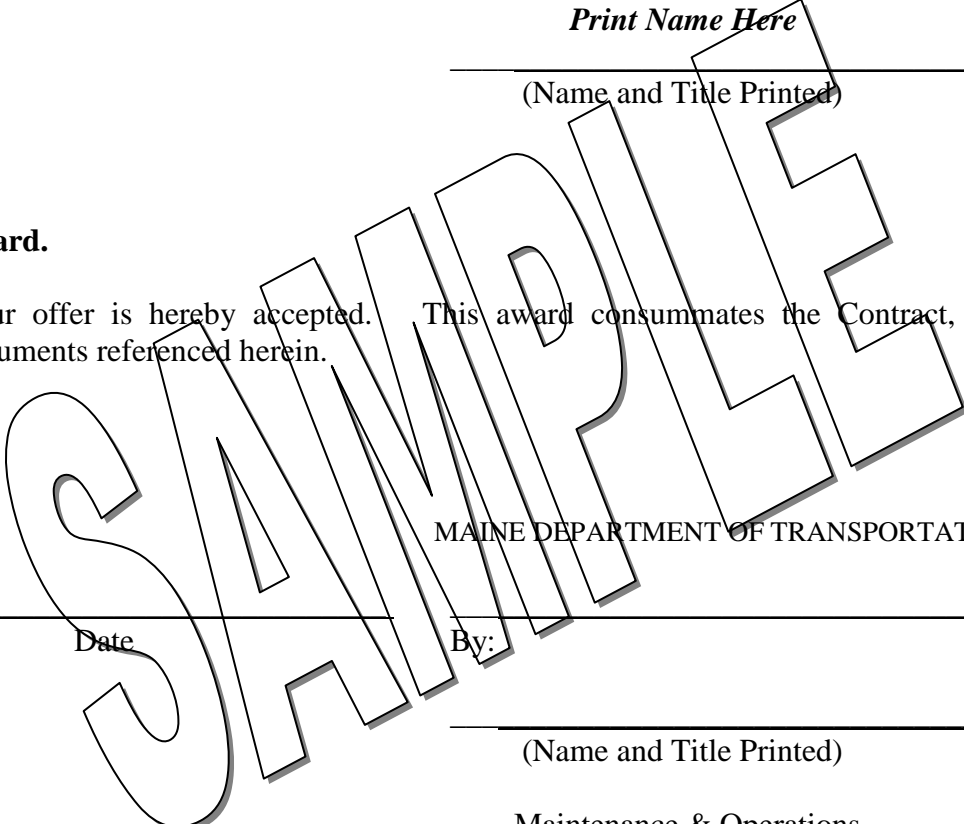
*Print Name Here*

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the



MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title Printed)

Maintenance & Operations

**APPENDIX A**  
**SPECIAL PROVISION - SPECIFICATIONS OF WORK TO BE PERFORMED**

**SCHEDULE OF ITEMS**

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

**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/Contract is not signed,
- c) the price for any item is not provided or is unreadable,
- d) the Bid contains any irregularities, such as: handwritten changes may not be made to the contract.

**The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Notice and Instructions.**

**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 proposal / Cost of proposal being scored) x 95 = pro-rated score. The contract award will be made to the bidder whose Bid receives the Committee's highest score following the final review.

**1. Price**

| Item Description  | Quantity and Units | Unit Price = Bid Amount per Month | TOTAL BID = Unit Price x 12 months |
|---|--------------------|-----------------------------------|------------------------------------|
| Fryeburg Information Center - Janitorial Services and Grounds Maintenance | 12 Months          | \$                                | \$                                 |

**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  Yes  No
- Bidder currently pays Maine corporate and/or income taxes  Yes  No
- Bidder currently pays property taxes to government entities in Maine  Yes  No
- Bidder currently purchases inventory, supplies and/or services from Maine businesses  Yes  No
- Bidder currently has other Economic Impact upon Maine  Yes  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.

### **MANDATORY PRE-BID MEETING**

A mandatory pre-bid meeting will be held at the Fryeburg Visitor Information Center located at 97 Main Street, U.S. Route 302, Fryeburg, Maine at the time stated in the Notice to Contractors. Only Contractors that attend the meeting and sign in will be allowed to bid. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the "Request for Information" form. RFI's may be faxed, submitted electronically submitted via e-mail, or submitted to the Department at the pre-bid meeting in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the "Request for Information" form.

The Department is not bound by any oral, written or other representations, including information exchanged verbally at pre-Bid meetings. The Department will issue a written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

### **PRE-AWARD CONDITIONS**

As a condition for Award of the Contract, the lowest responsive bidder must submit a complete listing, conforming to contract requirements, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to use to complete Work.

As a condition for Award of the Contract, the Department may require an apparent successful Bidder to demonstrate to the Departments satisfaction that the bidder is responsible and qualified to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation regarding successful completion of projects of similar size and scope to be considered for the award of this contract. This requirement includes written documentation of the experience of the General Contractor and/or



subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience in similar construction projects, including;

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

Said experience shall include, as a minimum, at least three (3) projects of equal or greater complexity as the work required by this Contract completed in the last (5) years. A statement of the bidder's qualifications that includes the personnel and equipment available for the work, shall be included.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder must provide all of the items within 14 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department. Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The qualification and materials listing will be checked for general conformance with the information given in the contract documents. This review does not modify the Contractor's duty to comply with the contract documents.

The Department may determine:

1. Bidder is not qualified to properly carry out the terms of the Contract and the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department
2. Bidder qualified and submission reviewed with notes, no resubmission required
3. Bidder qualified and submission reviewed with notes resubmission required.

## **SCOPE OF WORK AND REQUIREMENTS**

The Fryeburg Information Center was built in 2007, and the interior is approximately 1,800 square feet. It houses Maine Tourism office, vending machine area, and restrooms. The outside lawn area covers approximately a 1/2, acre. Business hours are 7 days a week, 7:00 a.m. to 5:00 p.m., year round.

Following the initial term of the contract at the MaineDOT discretion, and upon mutual agreement with the Contractor, and the Department may opt to renew the contract for up to 3 additional one year periods, under all terms of the contract and at bid price.

1. The Contractor shall perform Custodial services and outside maintenance as described in this proposal. Listed below, but not limited to, are general activities that are to be completed and frequency of activities. Frequency may be increased if needed or required by mutually agreeable change request, but may not be decreased without written approval and accepted by the Contract Administrator.

2. The Information Center shall be clean, litter free and attractive at all times. Unless otherwise specified, all Work is to be performed 7 days a week during business hours which are 7:00 a.m. to 5:00 p.m., year round. Should occasion arise that work must be performed outside of business hours, the Contract Administrator is to be notified in advance and must be pre-approved. Contractor will supply a schedule for Work items other than the ones required to be completed on a daily basis.

3. The Contractor is to report deficiencies and items needing maintenance or repair such as inoperative water fixtures, lights, commodes, etc., and any infestations of cockroaches, water bugs, silver fish, mice, rats, etc., to MaineDOT promptly. MaineDOT is responsible for making repairs and exterminations at the Information Center.

4. Equipment - The Contractor will furnish all equipment needed to complete the Work. Contractor's equipment shall be of size and type suitable for accomplishing the various phases of work described and requested and shall have a low noise level of operation. Contractor shall provide a commercial/industrial vacuum cleaner equipped with a HEPA filter, and also provide self-contained carpet cleaner capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift. Equipment considered by the Contract Administrator or MaineDOT representative to be improper or inadequate shall be removed from the worksite and replaced with satisfactory equipment.

5. Material and Supplies –

a. The Contractor will furnish all materials and supplies required including, but not limited to; interior and exterior entry mats, paper towels, hand soap, toilet paper, energy efficient light tubes / bulbs, plastic liners, all cleaning supplies, chemicals, and floor finishes, sanitary napkins and tampons where dispensers are provided. Fixture deodorant / sanitizers or other odor masking materials are not acceptable. If such products are needed, the area has not been cleaned and disinfected / deodorized satisfactorily.

b. All materials and supplies used to complete Work shall have the necessary Under-writers seal of approval, be OSHA approved, non-slip if applicable and will otherwise create no harmful or hazardous conditions. Any doubtful flammable or otherwise harmful materials may be submitted to the State of analysis upon request. The Contractor shall submit, prior to award, a complete, compliant listing, by manufacturer's name and/or number, of cleaning supplies, chemicals, and floor finishes proposed to use to complete Work. The Contractor must maintain on the premises a complete set of Material Safety Data Sheets (MSDS) and have them accessible to MaineDOT personnel.

c. The Contract Administrator may require samples of supplies before the Contractor commences Work or at any time during the contract period to determine compliance with the standards and specifications in this contract. Any of the materials found to be not satisfactory to the MaineDOT will not be used and substituted materials must be approved before use.

d. Outside trash dumpsters for common non-hazardous rubbish will be provided by MaineDOT for Contractor use.

#### **USE OF FACILITY**

1. The janitorial closet is available for use by the Contractor without cost for the purpose of storing materials and equipment, excluding flammable materials. Contractor will be responsible for the orderliness of the closet at all times. Bulk storage of large quantities of paper goods, cleaning chemicals, etc. is not permitted.

2. MaineDOT will not be responsible in any way for damages or losses to the Contractor's stored supplies, materials, or equipment; the supplies, materials and equipment being used throughout the building; or the Contractor's and their employees' personal belongings brought into the building or on site.

3. Upon completing Work in each area within the building, the Contractor's personnel will assure that all windows are closed, lights are off and all entrance doors are locked prior to leaving the area. The preceding would not apply if the Contractor has completed work substantially prior to the close of business.

4. 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 work areas.

## **CONTRACTOR PERSONNEL & RESPONSIBILITIES**

1. Contractor and their employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Contract Administrator or authorized State employee. This is to include, but is not limited to all office machines, telephones, etc.
2. The Contractor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in janitorial work.
3. Safety - The Contractor is responsible for instructing employees in safety measures considered appropriate. The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such manner to create safety hazards and will provide appropriate warning signs for slippery floor areas caused by cleaning or waxing operations. The Contractor and their employees shall be required to interrupt their work at any time to allow passage of personnel and the public. Cloths, mops or brushes containing a residue of wax or other combustible material subject to spontaneous ignition shall be disposed of or stored outside the building in tight metal containers, to be furnished by the Contractor. Cleaning solutions shall be disposed of in slop sinks provided for this purpose. Any flammable cleaning solutions shall be immediately and adequately flushed down. Covers will be in place on trash receptacles at all times.
4. Contractor must comply with all Federal and State safety laws and regulations, including OSHA and MSDS requirements.
5. Contractor and their employees shall be provided with appropriate name tags identifying the person and employer, and must be displayed at all times. Contractor will supply and maintain uniforms for all employees at the Fryeburg Information Centers that are agreed upon by the MaineDOT and Contractor representing both the Contractor and MaineDOT in an appropriate manner.
6. The Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract. When there is more than one full time employee involved, the Contractor will have a responsible supervisor in the building when the Work is being conducted. The Contractor shall also instruct the Contract Administrator how the Contractor or supervisor can be contacted during hours outside of business hours.
7. The Contractor and their employees must treat with the strictest confidence any and all material information, written/verbal, kept or maintained in the premises.
8. Any employee of the Contractor who may, in any manner, be unsatisfactory to MaineDOT, either because of mannerisms, crude habits, criminal records or other reasons, shall immediately be replaced by another employee upon request of the Contract Administrator.

9. Subcontractors hired for this contract are subject to all terms and conditions of the prime contract and must supply Certificate of Insurance in the same amount as the prime contractor. No more than 15% of the Work under this contract may be performed by subcontractors and MaineDOT reserves the right to remove any unsuitable subcontractor.

10. Inspections of the Work will be made by the Contract Administrator or designee and if in the judgment of the Contract Administrator or designee, the appearance of the area under contract does not meet the standards set forth herein, the Contractor will be required to take immediate corrective action, and all payments for services shall cease until the level of housekeeping required has been attained.

11. Contractor will provide safety vest for employees and sub-contractors that are working outside at the Fryeburg Information Center (Refer to Part III, Requirements, Specific Licensure and Certifications, Section D.)

12. The Contractor will submit written monthly reports to insure continued efficient communication.

#### **CONTRACTOR AND EMPLOYEE REQUIREMENTS AND CERTIFICATIONS**

1. The Contractor is required to have 5 years of experience performing this type of work.
2. Contractor is required to have employees annually trained in Fire Extinguisher use and Safety, with proof via certificate which will need to be displayed on their bulletin board in the janitorial office. (The Contractor will be financially responsible for any training and cost for that training).
3. Contractor must maintain on premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Contract Administrator.
4. **DRUG FREE WORKPLACE.** By signing the Contract, the Contractor certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition. Contractor will notify employees that as a condition of employment under the Contract that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

4. The Contractor will supply high visibility safety apparel. Garments shall be labeled as meeting ANSI 107-2010 Class 2 or ANSI 107-2004 Class 2. For nighttime work, apparel should meet ANSI 107-2010 Class 3 or ANSI 107-2004 Class 3.

5. The safety of the public and employees at the Information Center is of the utmost importance. Therefore, any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police. All such occurrences shall be documented listing what happened, description of the individuals and description of their vehicle and license number if possible.

6. If a power outage should occur, the Contractor shall take all reasonable precautions to secure the facility and shall immediately notify the MaineDOT Contract Administrator. If, for any reason, this administrator is not available, the Contractor shall notify MaineDOT's 24 hour Operations Center at (207-)624-3339.

**CONTRACTOR SERVICES**

The Contractor will ensure the Work is performed and meets the following standards and services as specified below

| <b>Restrooms: Includes men's, women's and staff restrooms</b>  | <b>Minimum Required 8 hour shift</b> | <b>Weekly</b> | <b>Bi/Weekly</b> | <b>Monthly</b> | <b>Yearly</b> | <b>As Necessary</b> |
|--|--------------------------------------|---------------|------------------|----------------|---------------|---------------------|
| Clean and deodorize all toilets, urinals, washbasins, hand dryers, mirrors, changing stations, soap dispensers and other fixtures. | 4-X                                  |               |                  |                |               | X                   |
| Sweep and mop restroom floors.   | 4-X                                  |               |                  |                |               | X                   |
| Empty sanitary napkin receptacles, trash barrels and other necessary items.  | 4-X                                  |               |                  |                |               | X                   |
| Clean and wipe door push plates, trash barrels and other related surfaces  | 4-X                                  |               |                  |                |               | X                   |
| Check and fill hand soap dispensers, sanitary napkin, toilet paper dispensers  | 4-X                                  |               |                  |                |               | X                   |
| Clean all windows to remove smudges, fingerprints, cobwebs, etc., inside and out.  | 4-X                                  |               |                  |                |               | X                   |

Fryeburg  
 Visitor Information Center  
 Janitorial and Ground Maintenance  
 March 17, 2015

|  |                                      |               |                  |                |               |                     |
|--|--------------------------------------|---------------|------------------|----------------|---------------|---------------------|
| Clean and wash walls and toilet partitions.  | 4-X                                  |               |                  |                |               | X                   |
| Remove and clean floor drains as necessary.  | 4-X                                  |               |                  |                |               | X                   |
| Check all lighting sources. Remove and clean globes and other light fixtures   |                                      | X             |                  |                |               | X                   |
| Remove writing and marks from walls or partitions, clean up spills and any other accidents/damages promptly as they occur.   | 4-X                                  |               |                  |                |               | X                   |
| Thorough cleaning of exterior heating registers, heating elements and heating ducts.   |                                      | X             |                  |                |               | X                   |
| Perform preventative maintenance as necessary. Ref: Part II.A  |                                      |               |                  |                |               | X                   |
| <b>Mall Area: This area includes the portion of the building from the entrance to the restroom including the tile floor.</b> | <b>Minimum Required 8 hour shift</b> | <b>Weekly</b> | <b>Bi/Weekly</b> | <b>Monthly</b> | <b>Yearly</b> | <b>As Necessary</b> |
| Sweep and mop tile floor, use a special tile buffer as required for more thorough cleaning.                                  | 4-X                                  |               |                  |                |               | X                   |
| Vacuum all louvers, corner areas and any other appropriate places as required.   | 4-X                                  |               |                  |                |               | X                   |
| Empty trash barrels and other receptacles.   | 4-X                                  |               |                  |                |               | X                   |
| Clean and wipe door surfaces, trash barrels, and all fixtures requiring dusting, washing and polishing.                      | 4-X                                  |               |                  |                |               | X                   |
| Clean visitor payphones and check for proper operation.  | 4-X                                  |               |                  |                |               | X                   |
| Clean windows to remove smudges, fingerprints, cobwebs, etc.   | 4-X                                  |               |                  |                |               | X                   |
| Clean exterior heating registers, heating elements and heating ducts.  |                                      | X             |                  |                |               |                     |
| Check all light sources. Periodically remove and clean globes and other light fixtures.                                      |                                      | X             |                  |                |               |                     |
| Remove writing and marks from walls, clean spills and any other accidents/damages promptly as they occur.                    | 4-X                                  |               |                  |                |               | X                   |

Fryeburg  
 Visitor Information Center  
 Janitorial and Ground Maintenance  
 March 17, 2015

|  |                                      |               |                  |                |               |                     |
|--|--------------------------------------|---------------|------------------|----------------|---------------|---------------------|
| Clean offices by dusting, mopping, sweeping and cleaning all necessary areas.  |                                      | X             |                  |                |               |                     |
| <b>Information Center: This area includes all carpeted sections of the building; the lobby used by the general public and all areas behind the information counter including the storage and staff rooms</b> | <b>Minimum Required 8 hour shift</b> | <b>Weekly</b> | <b>Bi/Weekly</b> | <b>Monthly</b> | <b>Yearly</b> | <b>As Necessary</b> |
| Vacuum rugs and carpets, sweep and mop non-carpeted areas. Regularly shampoo carpeted area to provide constant cleanliness.  |                                      | X             |                  |                |               | X                   |
| Dust counters, furniture, windows and other dust collecting surfaces.  | 4-X                                  |               |                  |                |               | X                   |
| Clean glass surfaces to remove smudges, fingerprints, cobwebs, etc.  | 4-X                                  |               |                  |                |               | X                   |
| Check all lighting sources. Remove and clean globes and other light fixtures.  | X                                    |               |                  |                |               | X                   |
| Empty trash barrels and other receptacles.   | 4-X                                  |               |                  |                |               | X                   |
| Clean exterior heating registers, heating elements and heating ducts.  |                                      | X             |                  |                |               | X                   |
| Clean and disinfect the kitchen area and adjoining bathroom daily;   | 4-X                                  |               |                  |                |               | X                   |
| Perform preventative maintenance as necessary. Ref. Part 2,A   | X                                    | X             | X                | X              | X             | X                   |
| Clean staff and storage rooms by sweeping, mopping, dusting and cleaning all necessary items.  |                                      | X             |                  |                |               | X                   |
| Wash counter tops, kitchenette appliances, information shelves and racks, and all other fixtures.  | 4-X                                  |               |                  |                |               | X                   |
| Wax all floors in storage and bathroom area once a week.   |                                      | X             |                  |                |               | X                   |
| Remove writing and marks from walls, counters and furniture, clean spills and any other accidents/damages promptly as they occur.  | 4-X                                  |               |                  |                |               | X                   |
| During periods of use, Clean condensation pumps on the Air Conditioners  |                                      | X             |                  |                |               |                     |
| <b>Maintenance/Janitorial duties on the main building and the equipment/storage building</b>   | <b>Minimum Required 8 hour shift</b> | <b>Weekly</b> | <b>Bi/Weekly</b> | <b>Monthly</b> | <b>Yearly</b> | <b>As Necessary</b> |
| Surface clean vending machine building and windows.  | 4-X                                  |               |                  |                |               | X                   |



Fryeburg  
 Visitor Information Center  
 Janitorial and Ground Maintenance  
 March 17, 2015

|   |                               |        |           |         |        |              |
|---|-------------------------------|--------|-----------|---------|--------|--------------|
| The Provider will be responsible to operate and perform routine maintenance on all HVAC, water and sewer systems in accordance with procedures provided by MaineDOT.  |                               |        |           |         |        | X            |
| Repaint the floor in the snack bar area at least annually or when needed. Provider will supply materials to accomplish this work.   |                               |        |           |         | X      |              |
| Re-stain all picnic tables and outdoor seating annually. Clean, sand, and repaint all metal supports for same, as necessary. Provider will be responsible for furnishing all materials necessary to accomplish this work. |                               |        |           |         | X      |              |
| Clean and disinfect all communication centers. Remove graffiti from phone booths and report all problems and repair requests to the telephone company.  | 4-X                           |        |           |         |        | X            |
| Keep all bricked and paved areas free from trash, debris, gum, beverage spills, etc. on an on-going basis.  | 4-X                           |        |           |         |        | X            |
| Remove graffiti and marks from outside walls, clean up dirt/dust spots as necessary.  | 4-X                           |        |           |         |        | X            |
| Clean the equipment/maintenance building, sweep the floor, empty the trash and keep orderly.  |                               |        |           | X       |        |              |
| Clean the outside of the building for such items as cobwebs, cocoons, insects, nests, etc.  |                               |        | X         |         |        |              |
| Replace light fixtures and change doors according to seasons.   |                               |        |           |         |        | X            |
| Check and maintain drainage gutters or down spouts, snow and ice buildup and any other building or roof damage. Notify MaineDOT of significant damage within 24 hours.  |                               | X      |           |         |        |              |
| Wash exterior windows, both inside and out to remove smudges, fingerprints, dust and cobwebs.   |                               |        |           | X       |        |              |
| Grounds Keeping: Maintain all outside areas within the Visitor Information Center boundaries.   | Minimum Required 8 hour shift | Weekly | Bi/Weekly | Monthly | Yearly | As Necessary |

Fryeburg  
 Visitor Information Center  
 Janitorial and Ground Maintenance  
 March 17, 2015

|   |     |   |   |  |  |   |
|---|-----|---|---|--|--|---|
| Pick up all litter on grounds and walkways on a continuous basis. Wash and clean all outdoor furniture and fixtures.  | 4-X |   |   |  |  | X |
| Provider shall maintain flags per department flag etiquette policy. Notification of special events will be made via email.  |     |   |   |  |  | X |
| Sweep sidewalks and parking lots.   | 4-X |   |   |  |  | X |
| Check for missing and damaged signs and notify MaineDOT.  | 4-X |   |   |  |  | X |
| Maintain both pet exercise areas and remove animal waste daily. Maintain brick/paved walkways free of weeds and keep properly edged.  | 4-X |   |   |  |  | X |
| Trim grass around all fences, signs, shrubbery, trees, and benches  |     | X |   |  |  | X |
| Pile up any fallen brush or tree limbs and MaineDOT will remove them for disposal. Notify MaineDOT immediately of any trees, limbs, or brush that require removal or pose any type of safety hazard to the public or facility.  | 4-X |   |   |  |  | X |
| Mow grass as necessary in all lawn areas (maximum 2 ½ inch height) – encompasses approximately 4 acres.   |     |   |   |  |  | X |
| Water, trim and maintain the appearance and health of all shrubbery and trees. Maintain, weed free, mulched planters. Replace eroded mulch as needed throughout. MaineDOT shall provide mulch, flowers, and plants and the Provider is responsible for their installation and upkeep. |     |   |   |  |  | X |
| Check all light sources. Periodically clean accessible globes and other fixtures. Replace burnt out bulbs.  |     |   | X |  |  |   |
| Check the walks and parking areas for holes, rocks, garbage, etc.   | 4-X |   |   |  |  | X |
| Place trash bags in designated dumpster or area.  | 4-X |   |   |  |  | X |
| Empty all trash barrels and replace plastic bags.   | 4-X |   |   |  |  | X |

|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| Perform preventative maintenance. Ref: Part 2.A   |   |   |   |   |   | X |
| Graffiti or Markings that require paint removal, paint, sanding, or other repair and cleaning.  |   | X |   |   |   |   |
| Toilets and sinks are to be clear of debris at all times. If unable to clear using traditional methods ("i.e." plungers or snakes) contact your Contract Administrator as soon as possible. | X | X | X | X | X | X |

**Services:**

1. Cleaning Toilet Rooms - This work includes cleaning all plumbing fixtures, lavatories, toilet bowls, dispensers, wainscots, doors and stall partitions as required, this also includes filling all paper and soap dispensers as needed. Scouring powder may be used on plumbing fixtures or may be used for water closets and urinals, if required, on approval by the Contract Administrator. All stains or spots shall be removed from wainscots or stall partitions, using a damp cloth with detergent. Floors shall be dry-swept and damp mopped daily using a germicide.

2. Cleaning Slop Sinks, Vending Machines and Drinking Fountains - All items will be cleaned using detergent or scouring powder, if required. Cabinets or water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

3. Sweeping - All tile, wood or concrete floors, stairways, landings, and stoops shall be swept with brush or mop or mechanical broom-vacuum sweeper without damage or disfigurement of furniture, doors or base trim. Oil treated mops shall not be used. Dust, dirt and debris shall be removed to receptacles provided for this purpose on the building exterior. Reset furniture upon completion of sweeping.

4. Vacuuming - Carpeting and furniture shall be vacuumed to remove dust and lint (includes acoustical panels/systems furniture partitions) and spots shall be removed from rugs and carpets as they occur. A commercial/industrial vacuum cleaner equipped with a HEPA filter must be utilized.

5. Carpet Shampooing - Carpeting shall be cleaned by self-contained equipment capable of providing 50 PSI (pounds per square inch) of cleaning solution with an extractor capable of 100 inches of water lift and shall use water with a minimum temperature of 140 degrees F. Turbo drying of the shampooed carpet shall be performed utilizing a high speed fans). Bonnet cleaning is NOT acceptable (other than for spot cleaning).

6. Damp Mopping Floors-Damp mop all resilient tile floors, terrazzo, quarry tile, ceramic tile, and concrete floors ,including stairs and landings; using cotton or sponge mops, appropriate stain removal agents, unheated water and detergent, if required, using as small amount of water as possible. Follow with clean water rinse and pick up again using as small amount of water as

possible. Where floor drain exists, water will be added periodically to prevent traps from becoming dry.

7. Floor Scrubbing - Scrub floors by use of deck brush, cylindrical or disc type machine or automatic machine scrubber and detergent solution using as small amount of water as possible followed by plain water rinse and pick up. This scrubbing will be followed by the application of a floor finish system applied in accordance with the manufacturer's specifications. Baseboards shall be thoroughly cleaned after buffing.

8. Finish Removal - Removal or stripping of all finish down to the flooring material, using compound specifically prepared for this purpose, with steel wool or brush agitation as required, followed by rinsing with plain water to remove all finish material, solution, dirt and film from baseboard edge to baseboard edge.

9. Floor Waxing and Finishing - All floor waxes or finishes (i.e., carnauba, acrylic, polymeric) will be compatible with floors on which applied and shall be applied in accordance with the manufacturer's recommendations.

10. Floor Touchup - Application of finish material and buffing in heavy traffic areas between primary refinishing as required.

11. Buffing - All finished and terrazzo floors shall be buffed periodically to remove traffic marks, heavy soil, etc., to be followed by sweeping, vacuuming, or dust mopping to pick up loose residue.

12. Turned Out Lights - Turn off all lights when not in use. Only specific areas being worked in will be illuminated

13. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, window ledges, radiators, stair rails, baseboards, tops of acoustical panels, exterior wall mounted electrical conduit and other horizontal surfaces.

14. Glass Cleaning - Clean all mirrors, glass cases, desk tops, windows and glass at building entrances using plain water or cleaning solution prepared for the purpose. Adjacent trim shall be wiped clean with a damp cloth. Scouring powder shall not be used.

15. Metal Cleaning and Polishing - Hardware, cigarette burns, bars on doors, kick plates and all other bright work shall be polished using approved polishing compound.

16. Dusting Interior Walls and Ceilings - Beginning at the highest point, dust shall be first removed from all surfaces and exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

17. Cleaning Doors and Trim - Clean doors and adjacent trim not otherwise cleaned.

18. Cleaning Light Fixtures - Dust all accessible components of light fixtures, including bulbs and tubes with a cloth or duster. The light fixtures should be free of insects, dirt, lint, film and streaks. Each fixture shall be washed on a quarterly basis.

19. Empty Recycling Bins - Empty all recycle bins, when recycling program is practiced, located in corridors and other areas where specifically noted and remove recyclable (paper, cardboard, etc.) items from building or deposit in collection facility area provided for this purpose.

20. Empty Waste Receptacles - Empty all waste receptacles located in corridors and other areas where specifically noted and remove trash from building and deposit in collection facilities provided for this purpose.

21. Washing Waste Receptacles - Wash all waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, dirt, streaks.

22. Cleaning and Polishing Furniture - Wood and finished metal surfaces shall receive furniture polish as necessary for cleaning. Followed by polishing with a clean dry cloth or electric buffer. Leather coverings shall be thoroughly cleaned with a combination cleaner and polish followed by polishing with a clean dry cloth. When cleaned or polished all surfaces shall be of uniform appearance, free of deposits, streaks or film. All spillage shall be wiped clean with a damp cloth.

23. Mat Cleaning - Remove mats at entrances and remove all dirt and dust deposits underneath. Clean mats and replace in proper location.

## **INSPECTIONS AND EVALUATIONS**

MaineDOT will use these standards for inspections and evaluations of Work in the contracted area.

Standards:

1. Dusting - Properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs.
2. Plumbing Fixtures and Dispenser Cleaning - Plumbing Fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust streaks, film odor or stains.
3. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt or grit.
4. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.
5. Damp Mopping - A satisfactorily damp mopped floor is without dirt and dust, marks, film, streaks, debris and standing water.

6. Metal Cleaning - When cleaned, all surfaces are without deposits or tarnished, and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.
7. Glass Cleaning- Glass is clean when all accessible glass surfaces are without streaks, film, deposits and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Extreme care and correct materials must be used to avoid damage and scratching on all surfaces.
8. Finish Removal- Finish removal is accomplished when surfaces have all finish dirt removed down to the floor material, floor is left free of all dirt, stains, deposits, debris, cleaning solution, and standing water, and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow removal operation immediately.
9. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
10. Light Fixture Cleaning - Light fixtures are clean when all components, including bulbs and tubes are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
11. Buffing of Finished Surfaces - Finished surfaces shall be buffed sufficiently to obtain maximum gloss, and have a uniform appearance free of surface dirt.
12. Baseboard Cleaning - After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks and cleaning marks.
13. Window Cleaning - Shall consist of cleaning the entire window area, which includes the glass and vinyl or wooden part of the window frame, sash and any blinds attached to the windows. Cleaning shall be accomplished with a glass or all-purpose cleaning agent and is considered clean when all surfaces have a uniformed surface free from dirt, stains, streaks, and cleaning marks.
14. Entryway Cleaning - Shall consist of cleaning the entire exterior and interior of the entryway to include on the exterior the area of the door, the doorframe the exterior wall area encompassed by the overhang, and concrete stoop. Cleaning shall be by use of a cleaning solution or warm soap and water and is considered clean when all surfaces have a uniformed surface free from dirt, stains, bugs or any part of bugs or vermin, cobwebs, streaks, or cleaning marks.

## CONTRACT ADMINISTRATOR

The contract administrator for this contract will be:

Name: Travis Moore  
Title: Transportation Operations Manager  
Address: Maine Department of Transportation  
PO Box 358  
Scarborough, ME 04070  
Tel# (207) 215-3529

## DEFAULT AND TERMINATION

The Contractor is in Default of the Contract if the Contractor:

1. Fails to provide labor, Equipment or Materials specified in the Contract,
2. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
3. Fails to perform Work when specified in the Contract.
4. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
5. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
6. Discontinues the prosecution of the Work without the Department approval.
7. Continues to perform Work after the Department directs that Work be stopped.
8. Fails to follow recognized Safety Standards.
9. 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.



SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions ADD the following:

“Apparent Highest Scored Bidder A Bidder that receives the Evaluation Committee’s highest total score using the weighted criteria in the bid documents. The Apparent Highest Scored Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d) the Department chooses not to Award a Contract.”

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:

“Apparent Successful Bidder The Bidder with the highest scored responsive Bid as determined by the Department. A responsive responsible Bidder, usually the Apparent Highest Scored Bidder, that 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.”

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

"Successful Bidder The highest scored, responsive, responsible bidder 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 in Appendix A, 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".

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

102.11.2 Curable Bid Defects ADD the following:

"F. 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**

103.4 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, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. 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. For a related provision, see Section 103.5 Award Conditions.”

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 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.”

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 of the Department. 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 B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions
- Any remaining appendices in alphabetical order.
- Any remaining Special Provisions
- The Department's Notice to Contractors and any amendments



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.