

**ROAD WEATHER INFORMATION
SYSTEMS**

PIN 16128.00

ETNA & PORTLAND

Updated 10/18/2007

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. The completed Appendix A Worksheet
 - c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - d. The completed Contractor Information Sheet
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

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

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

NOTICE

Bidders:

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

Vendor Registration

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

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "RFP for Road Weather Systems in the town of Etna and city of Portland" will be received from contractors at the Reception Desk, Maine DOT Building, 24 Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 22, 2008, and at that time and place publicly opened and read. All other Bids may be rejected.

Description: PIN 16128.00

Location: In Cumberland County, project is located I-295 and in Penobscot County, project is located on I-95.

Outline of Work: Furnish, deliver and install 2 Road Weather Information Systems and other incidental work.

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

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

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

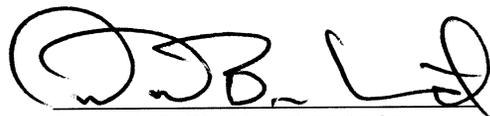
If the bid is accepted and the total price is greater than \$100,000, performance and payment bonds each in the amount of 100% of the contract price will be required.

This Contract is subject to all applicable Federal Laws.

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

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

Augusta, Maine
October 1, 2008



DAVE BERNHARDT, DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

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

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A – Sections I, II, III, and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP (the “Contract”), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN 16128.00**, for the Construction of **Road Weather Information Systems** in the town of **Etna**, County of **Penobscot**, and city of **Portland**, County of **Cumberland**, in The State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, 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 **December 10, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

LUMP SUM Bid Price will be used as the basis for determining the original contract amount, and that the amount of this offer is

Etna - \$ _____

Portland - \$ _____

Total - \$ _____

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections I, II, III and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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, Offer and Award, Appendix A, Special Provisions, Standard Specifications, and Contractor’s Proposal.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Sections I, II, III and IV, in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP, and Contract Agreement; contained herein for construction of: Road Weather Information Systems in the Town of Etna and city of Portland, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

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

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dave Bernhardt, Director
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____

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

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A – Sections I, II, III, and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP (the “Contract”), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN 16128.00**, for the Construction of **Road Weather Information Systems** in the town of **Etna**, County of **Penobscot**, and city of **Portland**, County of **Cumberland**, in The State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, 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 **December 10, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

LUMP SUM Bid Price will be used as the basis for determining the original contract amount, and that the amount of this offer is

Etna - \$ _____

Portland - \$ _____

Total - \$ _____

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections I, II, III and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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, Offer and Award, Appendix A, Special Provisions, Standard Specifications, and Contractor’s Proposal.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Sections I, II, III and IV, in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP, and Contract Agreement; contained herein for construction of: Road Weather Information Systems in the Town of Etna and city of Portland, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

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

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dave Bernhardt, Director
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and Contractor ABC

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

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement, Appendix A – Sections I, II, III, and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP (the “Contract”), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN 16128.00**, for the Construction of **Road Weather Information Systems** in the town of **Etna**, County of **Penobscot**, and city of **Portland**, County of **Cumberland**, in The State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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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 **December 10, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

LUMP SUM Bid Price will be used as the basis for determining the original contract amount, and that the amount of this offer is

Etna - \$ _____ (enter dollar amount)

Portland - \$ _____ (enter dollar amount)

Total - \$ _____ (enter total)

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Appendix A – Sections I, II, III and IV, in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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, Offer and Award, Appendix A, Special Provisions, Standard Specifications, and Contractor’s Proposal.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Sections I, II, III and IV, in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP, and Contract Agreement; contained herein for construction of: Road Weather Information Systems in the Town of Etna and city of Portland, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract".

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

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications, Revision of December 2002, and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

(Date here)

Date

CONTRACTOR

(Sign here)

(Signature of Legally Authorized Representative
of the Contractor)

(Witness sign here)

Witness

(Print name here)

(Name and Title Printed)

G. Award

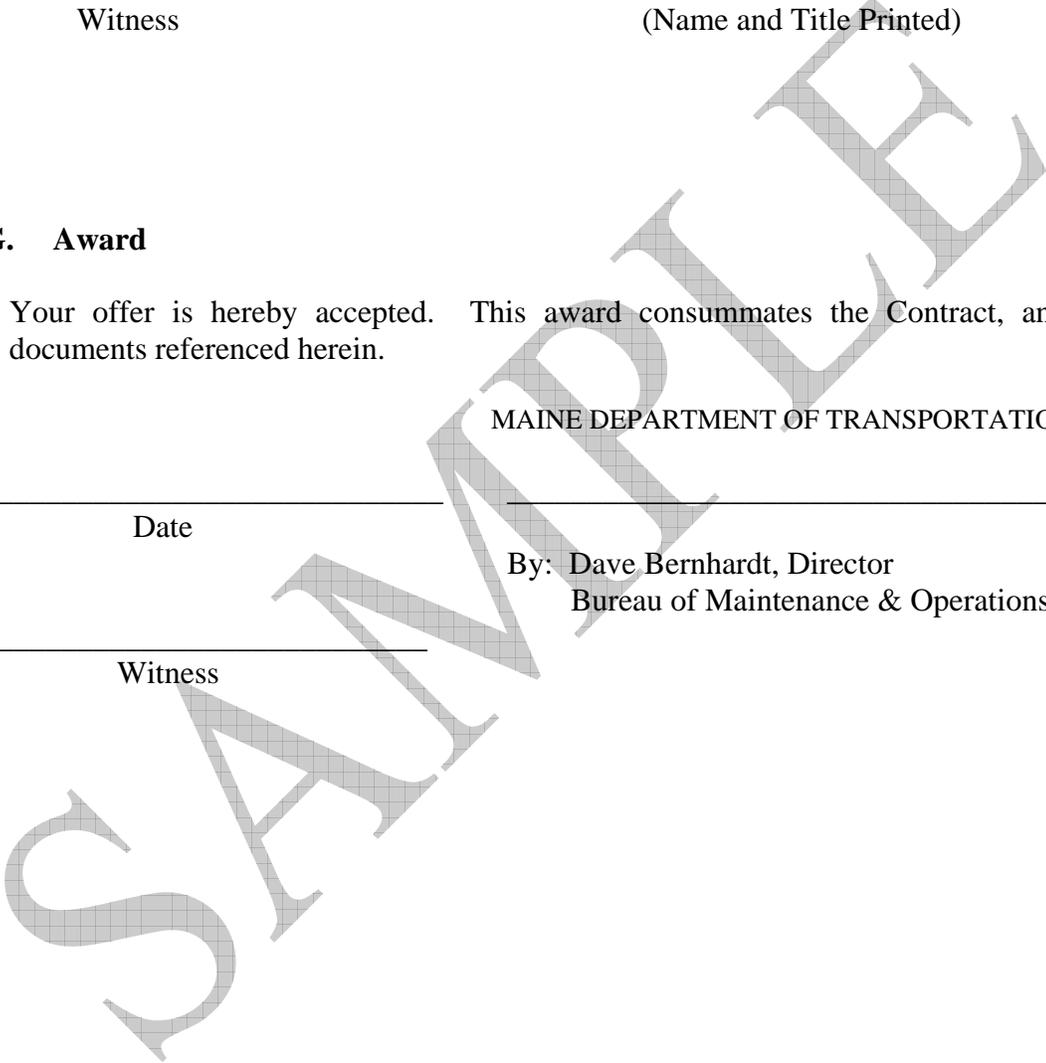
Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dave Bernhardt, Director
Bureau of Maintenance & Operations

Witness



APPENDIX A
Maine Department of Transportation
Bureau of Maintenance & Operations
Request for Proposal – Etna and Portland Road Weather Information Systems

I. Scope of Work

The Maine Department of Transportation is accepting quotes to furnish, deliver and install 2 Road Weather Information Systems (RWIS), one at I-295 southbound near mile marker 8, Portland, and one at I-95 southbound near mile marker 167, Etna, to monitor road surface conditions as well as collecting, managing and displaying of data and images in accordance with information and requirements contained herein. Work to be completed by December 10, 2008.

II. System Equipment and Requirements.

Vendor will notify MaineDOT one week prior to performing work at each site.

The system shall be specifically designed for monitoring and displaying pavement surface conditions, surface friction/grip, pavement temperature and roadway video images, from specified locations. Solar/cellular modem to be used for data transmission.

Non-invasive optical sensors shall be mounted on a provided structure to monitor and report roadway surface status conditions including dry, moist, wet, slush, frost, snow and ice. They will also report the reduction in friction/grip caused by these conditions. Additionally, each RWIS site shall have an integrated camera and shall communicate the images along with the surface condition, friction/grip and temperature data. The information from the RWIS site shall be collected, managed and displayed by the vendor who will host a Web site for the Department's winter maintenance operations.

Each RWIS shall include all hardware, software and licenses to make a complete system including data reporting and images.

1. Performance and Requirements:

- a. The sensors shall accurately determine condition, friction/grip and temperature of the surface of the target area of the road when installed at an angle of between 30deg and 85deg from the horizontal with a hypotenuse of 50 feet or less.
- b. The sensors shall accurately determine condition, friction/grip and temperature of the surface of the target area of the paved road irrespective of its condition.
- c. Shall automatically measure lens contamination and warn when cleaning is necessary
- d. The camera shall be a fixed position, network camera with a light sensitivity of 0.75 to 500,000 lux and shall be capable of a horizontal viewing angle of between 27° and 67°.
- e. The sensor shall be reliable enough to be moved without needing factory recalibration every time it is moved.

APPENDIX A

2. Data Reporting Ability and Image Requirements:

- a. Shall accurately determine the following surface conditions: dry, moist, wet, slush, frost, snow and ice
- b. Shall independently measure and report the amount (thickness) of water, frost/snow and ice, in any mixture of these, on the road surface
- c. Shall measure and report the water equivalent of snow up to 0.75 inches
- d. Shall report a grip/friction value corresponding to changes of friction caused by water, ice and a combination of them.
- e. Shall report a level of grip/friction that correlates with the coefficient of friction within ± 0.10 (Root Mean Square) of absolute friction value.
- f. Shall detect the onset of slippery conditions and shall detect ice layers as thin 30 μm
- g. Shall provide a surface temperature resolution of 0.2 $^{\circ}\text{F}$ in the range -40°F to 140°F with accuracy of 0.5 $^{\circ}\text{F}$ in typical freezing conditions
- h. Shall provide good quality color video images of the roadway with a minimum resolution of 640 pixels by 480 pixels.

3. Physical, Environmental and Electrical

3.1. RWIS Site Requirements:

- a. Shall operate successfully without any moving parts
- b. Shall have sensors of a weatherproof design and provide stable operation over a temperature range of -40°F to 140°F and 0-100% RH, non-condensing.
- c. Shall conform to vibration standard IEC 68-2-6, Global Outdoor, 2G
- d. Shall have electronics, other than the sensors themselves, enclosed inside a NEMA 4 non-corrosive metal enclosure that is resistant to damage by weather.
- e. Shall operate with a solar power system designed with a range of 100-130 VAC at 50-60 Hz.
- f. Shall transmit data through cellular telephone modem.

APPENDIX A

3.2 Camera Requirements:

- a. Shall be environmentally protected with a housing to allow for successful operation in winter weather in temperatures from -10°F to +120°F. The housing shall keep the camera and lens free of rain and snow or other roadway contaminants.
- b. Shall operate with power provided by the RWIS

4. Vendor Hosted Data Management and Web Site Service

The vendor will be responsible for providing a vendor hosted data management service that will include the following:

- a. Data and image collection from each RWIS site every 10 minutes, 365 days a year
- b. Data Quality monitoring and reporting
- c. Data storage and archiving
- d. Data and image display via a vendor supplied and hosted Web site.
- e. The Web site will be designed to display all the parameters reported by the RWIS in a user friendly graph and tabular format.
- f. The Web Display shall show water, ice and frost/snow amounts (thicknesses) and grip/friction on the same graph for a minimum of a 24-hour period.

III. Training

Successful vendor must provide operating manuals for all equipment and conduct on site operator training sessions with MaineDOT employees. Training will consist of enabling employees to operate equipment effectively and able to perform basic diagnostics and minor repairs.

IV. Warranty and Service

Warranty shall be for a period of 1 year starting from the acceptance/commissioning date of the installation of the system. Written details shall be submitted with proposal stating all warranties and guarantees covering materials and workmanship. The successful vendor will carry out any repairs, services or adjustments during the warranty period for all the items purchased as a result of the proposal.

Successful vendor must ensure that in the event of equipment failure, the system shall be restored to full operating capacity within MaineDOT's reasonable acceptable time period.

APPENDIX A

V. Proposal Evaluation

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

Criteria	Weight
1. Price	25%
2. Equipment & Features	25%
3. Qualifications	25%
4. Vendor's experience	25%

The contract award will be made to the bidder whose proposal receives the Committee's highest score following the final review.

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

VI. Proposal Submission

1. Provide detail information and history/experience of your company.
2. Manufacturer's Specifications – Submit with proposal all manufacturer's specifications and literature which fully describes the unit being offered, including optional equipment and costs, with all standard equipment shown being considered included in the proposal.
3. Maintenance Service Agreement (MSA) – Submit with proposal the full annual maintenance/service agreement and cost associated with the annual MSA subsequent to the expiration of initial warranty. List any costs with respect to parts and labor for anything not covered under the MSA, availability of technicians and response time.
4. Completed and signed worksheet.
5. Price for the complete package as indicated in this RFP

APPENDIX A
Maine Department of Transportation
Road Weather Information Systems Worksheet

Bidder/Vendor Name: _____ Telephone # _____

Bidder may use additional sheet and reference the corresponding item number.

Item #	Description	State all details for proposed products (may use additional sheets and reference corresponding item #)	
A). General			
1.	System is NEW	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2.	System is “non-invasive”	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.	System is mobile & transportable from site to site	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4.	Meet Electrical requirements stated in RFP Section 3	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5.	Explain your approach to #4 above:		
6.	System can be accessed through cellular telephone modem.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7.	Explain your approach to #6 above:		
8.	System will NOT require any further reconfiguration by the vendor for connection & reconnection when moving from site to site or changing the location/distance from the roadway.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9.	System is weatherproof	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10.	System can operate during winter weather conditions in temperatures below -40 degrees Fahrenheit	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11.	System can operate in winter conditions with relative humidity ranging from 0 – 100% (i.e. non condensing)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12.	System can easily be mounted/placed on MaineDOT provided wooden/metal structures	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13.	System can be easily mounted/placed on vendor supplied stand/frame at no additional cost to MaineDOT (Include detail specs, drawings, etc as per section VI. 2)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14.	System has a friction/grip indicator	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15.	If system is moved it can be recalibrated on site	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B). Roadway Surface Conditions Data Monitoring & Recording			
16.	System will monitor snow conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
17.	System will monitor slush conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
18.	System will monitor ice conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
19.	System will monitor frost conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>

APPENDIX A

Item #	Description	State all details for proposed products <i>(may use additional sheets and reference corresponding item #)</i>	
20.	System will monitor dry conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
21.	System will monitor wet conditions	YES <input type="checkbox"/>	NO <input type="checkbox"/>
22.	System will report friction/grip value corresponding to friction and correlate with the coefficient of friction to an accuracy of within +/- 0.10 RMS of absolute friction value	YES <input type="checkbox"/>	NO <input type="checkbox"/>
23.	System will detect the formation of slippery conditions such as ice layers as thin as 30 μm	YES <input type="checkbox"/>	NO <input type="checkbox"/>
24.	System will measure surface condition, friction, pavement temperature and capture video/still shots	YES <input type="checkbox"/>	NO <input type="checkbox"/>
C.) Camera/Video			
25.	System is equipped with camera/video to communicate images with surface conditions, temperature & friction/grip data	YES <input type="checkbox"/>	NO <input type="checkbox"/>
26.	Camera/Video produces images with a minimum resolution of 640 x 480 pixels	YES <input type="checkbox"/>	NO <input type="checkbox"/>
27.	Camera/Video operates on the same power supplied to the unit	YES <input type="checkbox"/>	NO <input type="checkbox"/>
28.	Camera/Video is contained within housing to keep the camera and lens free from rain, snow or roadway contaminant buildup.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
29.	Camera/Video has a minimum light sensitivity of 1.0 lux	YES <input type="checkbox"/>	NO <input type="checkbox"/>
30.	Camera/Video has a range of horizontal viewing angles	YES <input type="checkbox"/>	NO <input type="checkbox"/>
31.	System will measure and record the quantity (thickness) of ice, snow, water, frost, slush or any combination of these on the road surface simultaneously.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
D.) Data Collection and Management			
32.	Data from unit can be polled and integrated with data from existing MaineDOT RWIS stations for use by MADIS without additional cost to MaineDOT or its subcontractors	YES <input type="checkbox"/>	NO <input type="checkbox"/>
33.	System shall include all software, hardware and licensing	YES <input type="checkbox"/>	NO <input type="checkbox"/>
34.	System can fully integrate with our existing RWIS application and include data quality monitoring and storage/archiving	YES <input type="checkbox"/>	NO <input type="checkbox"/>
35.	Explain your approach to #32, #33 and #34		

APPENDIX A

Item #	Description	State all details for proposed products <i>(may use additional sheets and reference corresponding item #)</i>	
36.	System can record, display and store images taken at a minimum of every 10 minutes 365 days a year	YES <input type="checkbox"/>	NO <input type="checkbox"/>
37.	System data can be viewed from MaineDOT showing data collected every 10 minutes on 511/MaineDOT webpage	YES <input type="checkbox"/>	NO <input type="checkbox"/>
38.	System can accurately determine road surface condition, friction/grip and temperature of the surface at a range of angles	Yes <input type="checkbox"/> , specify range _____ m to _____ m	
E.) Power-Electronics			
39.	All electronics and sensors are enclosed so that they are protected from weather damage	YES <input type="checkbox"/>	NO <input type="checkbox"/>
40.	Solar power system design to supply the system is available standard service (120v)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
41.	Explain your approach to #40:		
42.	System with alternate power supply options are equipped with standard hydro plug in (120v) for backup purposes	YES <input type="checkbox"/>	NO <input type="checkbox"/>

References

Company Name	Address	Contact	Telephone #

(Print Respondent Name and Title)

Signature

Date

This worksheet must be returned with Proposal

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- Road Weather Information System (RWIS), 16128.00

Location of Project -- Portland, Etna, Maine in Cumberland and Penobscot Counties

**2008 Fair Minimum Wage Rates
 Highway & Earthwork
 Cumberland and Penobscot Counties**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$13.25	\$0.39	\$13.64	Hot Top Plant Operator	\$17.89	\$7.17	\$25.06
Backhoe Loader Operator	\$15.05	\$2.26	\$17.31	Ironworker - Reinforcing	\$17.88	\$2.97	\$20.85
Blaster	\$17.60	\$3.92	\$21.52	Ironworker - Structural	\$20.15	\$4.96	\$25.11
Boom Truck Operator	\$18.50	\$3.49	\$21.99	Laborers/Helper/Tender	\$11.17	\$1.40	\$12.57
Bulldozer Operator	\$16.00	\$2.92	\$18.92	Laborer - Skilled	\$13.20	\$1.75	\$14.95
Cable Splicer	\$20.65	\$3.88	\$24.53	Loader Op, Front-End	\$15.00	\$2.70	\$17.70
Carpenter	\$17.00	\$1.81	\$18.81	Mechanic - Maintenance	\$16.75	\$3.69	\$20.44
Carpenter - Rough	\$14.50	\$1.74	\$16.24	Millwright	\$22.00	\$6.18	\$28.18
Cement Mason/Finisher	\$13.00	\$0.64	\$13.64	Painter	\$13.50	\$0.48	\$13.98
Concrete Mixing Plant Op	\$15.85	\$6.78	\$22.63	Paver, Bituminous	\$15.75	\$1.49	\$17.24
Concrete Pump Operator	\$18.50	\$2.85	\$21.35	Pipe/Steam/Sprinkler Fitter	\$19.55	\$4.14	\$23.69
Crane Op =>15 Tons	\$20.00	\$4.68	\$24.68	Pipelayer	\$14.50	\$1.18	\$15.68
Crusher Plant Operator	\$14.50	\$2.42	\$16.92	Roller Operator, Earth	\$13.25	\$4.18	\$17.43
Driller, Rock	\$17.13	\$5.25	\$22.38	Roller Op, Pavement	\$16.65	\$6.37	\$23.02
Electrician, Licensed	\$21.00	\$5.39	\$26.39	Screed Operator	\$17.80	\$5.72	\$23.52
Electrician Hlpr (Licensed)	\$15.00	\$2.44	\$17.44	Stone Mason	\$16.00	\$2.26	\$18.26
Excavator Operator	\$17.00	\$2.46	\$19.46	Truck Driver, Light	\$13.25	\$1.77	\$15.02
Fence Setter	\$12.00	\$1.55	\$13.55	Truck Driver, Medium	\$13.30	\$4.07	\$17.37
Flagger	\$12.50	\$1.50	\$14.00	Truck Driver, Heavy	\$12.75	\$1.30	\$14.05
Grader/Scraper Operator	\$17.58	\$2.61	\$20.19	Truck Driver, Tractor Tlr	\$14.00	\$3.34	\$17.34
Hgway Wrkr/Guardrail Inst	\$14.10	\$1.55	\$15.65	Truck Driver, Mixer, Cemnt	\$10.46	\$1.78	\$12.24

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

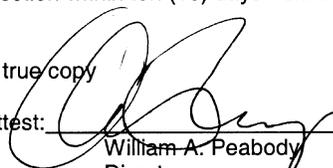
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HI-066-2008
 Filing Date: April 17, 2008
 Expiration Date: 12-31-2008

A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 101 **CONTRACT INTERPRETATION**

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

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

SPECIAL PROVISION SECTION 102 **DELIVERY OF BIDS**

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

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

SPECIAL PROVISION SECTION 103 **AWARD AND CONTRACTING**

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

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

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance certificates, special certifications, and other information from the Apparent Highest Scored Bidder. The Apparent Highest Scored Bidder is determined by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder with the Evaluation Committee’s highest total score if the bid is determined to be responsive, the pre-Award Conditions are met and the Department chooses to Award the Contract. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award

with a written Notice of Award. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable.

A Bid Guaranty is not required.

SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

105.2.1 Contractor's Safety Program Change the first sentence from: "...a copy of the Contractor's Safety Plan must be on file..." to "...a copy of the Contractor's Safety Plan may be on file..."

Change the second sentence from: "...copy of the Safety Plan will be provided..." to "...copy of the Safety Plan may be provided..."

Add the following after the fourth sentence in paragraph 1:

"If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, at or before the Preconstruction meeting, a project specific Safety Plan to the Regional Office of the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA."

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

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

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION
GENERAL SCOPE OF WORK

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION
BASIS OF AWARD

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

SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE

Insurance

These insurance provisions are repeated here from the Standard Specifications for clarity:

110.3 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, Department of Business Regulation, 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.

110.3.1 Workers' Compensation For all operations 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.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 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 \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Etna & Portland
16128.00
Road Weather Information Systems
March 13, 2008

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. The contractor will be allowed to commence work anytime provided that all required submittals have been received and approved by MaineDOT.
2. The completion date for this project is December 10, 2008.