

PUMPING SERVICES

REGION 1

Updated 10/18/2007

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

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

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

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

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

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

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

NOTICE

Bidders:

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

Vendor Registration

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

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

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "RFP for Pump Services, Region 1, Southern Maine" will be received from contractors at the Reception Desk, Maine DOT Building, 24 Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 18, 2008, and at that time and place publicly opened and read. All other Bids may be rejected.

Description: Pumping building floor drains and catch basins, cleaning culverts, and transport and dumping services.

Location: Various locations in Androscoggin County, Cumberland County, Oxford County, Sagadahoc County and York County.

Outline of Work: Provide pumping and vacuuming services to various building floor drains and catch basins, cleaning culverts, and transport and dumping in Southern Maine Region.

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

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

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

This Contract is subject to all applicable Federal Laws.

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

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

Augusta, Maine
May 28, 2008



MICHAEL BURNS, ASST. DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping and vacuuming of building floor drains and catch basins, and cleaning out culverts** in **various** towns in the Counties of **Androscoggin, Cumberland, Oxford, Sagadahoc and York**, in The State of Maine. The Work includes pumping and cleaning services, transport and dumping, warranty as provided in the Contract, and other incidental work.

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

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

B. Time

The Contractor agrees to complete all Work, for the period of June 2008 to June 2011. This contract expires June 30, 2011.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount, and that the amount of this offer is approximately

June 2008 – June 2009 \$ _____

June 2009 – June 2010 \$ _____

June 2010 – June 2011 \$ _____

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 A, B and C in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping and vacuuming of building floor drains and catch basins, cleaning out culverts, and transport and dumping at nearest MaineDOT facility in various towns in the Counties of Androscoggin, Cumberland, Oxford, Sagadahoc and York, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract”.

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

As Offeror also agrees:

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

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

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

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

CONTRACTOR

Date

Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael Burns
Asst. Director, Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping and vacuuming of building floor drains and catch basins, and cleaning out culverts** in **various** towns in the Counties of **Androscoggin, Cumberland, Oxford, Sagadahoc and York**, in The State of Maine. The Work includes pumping and cleaning services, transport and dumping, warranty as provided in the Contract, and other incidental work.

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

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

B. Time

The Contractor agrees to complete all Work, for the period of June 2008 to June 2011. This contract expires June 30, 2011.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount, and that the amount of this offer is approximately

June 2008 – June 2009 \$ _____

June 2009 – June 2010 \$ _____

June 2010 – June 2011 \$ _____

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 A, B and C in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping and vacuuming of building floor drains and catch basins, cleaning out culverts, and transport and dumping at nearest MaineDOT facility in various towns in the Counties of Androscoggin, Cumberland, Oxford, Sagadahoc and York, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract”.

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

As Offeror also agrees:

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

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

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

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

CONTRACTOR

_____	_____
Date	Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Michael Burns, Asst. Director, Maintenance & Operations

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

a corporation or other legal entity organized under the laws of the State of _____, 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 A, B and C in the Department's Request for Proposal and any amendments, and the Contractor's Proposal submitted in response to the RFP (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Services of Pumping and vacuuming of building floor drains and catch basins, and cleaning out culverts** in **various** towns in the Counties of **Androscoggin, Cumberland, Oxford, Sagadahoc and York**, in The State of Maine. The Work includes pumping and cleaning services, transport and dumping, warranty as provided in the Contract, and other incidental work.

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

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

B. Time

The Contractor agrees to complete all Work, for the period of June 2008 to June 2011. This contract expires June 30, 2011.

C. Price

Bid Price from Appendix A will be used as the basis for determining the original contract amount, and that the amount of this offer is approximately

June 2008 – June 2009 \$ (enter dollar amount)

June 2009 – June 2010 \$ (enter dollar amount)

June 2010 – June 2011 \$ (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 A, B and C in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

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

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

F. Offer

The undersigned, having carefully examined the site of work, the Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Appendix A - Specifications of Work to be Performed, Appendix B – Special Provisions, the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the RFP, and Contract Agreement; contained herein for Services of: Pumping and vacuuming of building floor drains and catch basins, cleaning out culverts, and transport and dumping at nearest MaineDOT facility in various towns in the Counties of Androscoggin, Cumberland, Oxford, Sagadahoc and York, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract”.

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

As Offeror also agrees:

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

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

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

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

<i>(Date Here)</i>	CONTRACTOR <i>(Sign Here)</i>
_____	_____
Date	Signature of Legally Authorized Representative of the Contractor)
<i>(Witness Sign Here)</i>	<i>(Print Name Here)</i>
_____	_____
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: David A. Cole, Commissioner

Witness	

Appendix A

Maine Department of Transportation
Request For Proposal
Pumping Services
Region 1, Scarborough

A. Scope of Work: Provide pumping and vacuuming services to various building floor drains, and catch basins, cleaning out of culverts in the Region 1, Southern Maine area, and transport and dumping at the nearest MaineDOT facility. Also perform fiber optic camera work in drainage systems as needed. Approximately \$80,000 was paid for 2007 services. Following the contract award, successful bidder will enter into a 3 year contract with the Department.

B. Description of Services – Work covered by this proposal consists of providing all labor and furnishing all equipment, supplies and other applicable tools to perform the services stated above.

Routine pumping of catch basins will be as listed below during the 3 year contract. All other services will be performed as needed by the request of the Department and must take place no longer than 72 hours after requested.

Pumping Catch Basins- routine maintenance

- The coverage area for the first year of services will be all points south of Route 25 East/West corridor. Approximately 800.
- The coverage area for the second year of services will be all points north of the Route 25 East/West corridor. Approximately 1400.
- The coverage area for the third year of service will be all points south of the Route 25 East/West corridor. Approximately 800.

Pumped and vacuumed material will be transported and dumped as directed by the Department at the nearest MaineDOT facility.

C. Requirements

- Proposal should include transport and dumping as directed by Department to the nearest MaineDOT facility.
- Assure pumping, vacuuming, cleaning, and dumping services can be performed within 72 hours
- Vehicles used for services to be not older than 1998
- Suction capacity at least 10 cubic yards

D. Proposal Evaluation

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

Cost 50%

Experience 30%

Meeting Requirements 20%

Appendix A

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

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

By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

E. Proposal Submittal Information

Proposal Content

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

At a minimum, the proposal should include the following:

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

F. Contractor Payment

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

Appendix A
MaineDOT
Work Sheet for Pumping/Vacuuming Services

Vendor Name: _____ Tel #: _____
 Address: _____ Fax#: _____

Rates: Includes operator, equipment, and transport. *(Attach additional sheet if needed)*

Equipment Type, Make, Model	Year	Capacity (if applicable)	Hourly Rate	Emergency/after hour rates

Please answer questions below

1.	Can provide service within 72 hours of notification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Able to provide immediate emergency service if needed at anytime.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Able to perform fiber optic camera work with our own equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>

References

Company Name	Address	Contact	Telephone #

(Print Respondent's Name and Title)

Signature

Date

Appendix A

Attach overview of your Company

Special Provision Award, Contracting and Insurance

Notice of Award and Award Conditions The Department has 30 Days following the Bid Opening to notify the Contractor of Intent to Award and request Insurance Certificates. The Apparent Successful Bidder must provide these items in a timely manner. All items must be delivered to the Department's Bureau of Maintenance and Operations. Once the Department has received the certificates of insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives Notice of Award.

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.

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

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.

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.

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.

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

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

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

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

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

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1. Analysis of Bids. Add the following Statement “

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

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

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Federal Wage Rates do not apply to this project.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

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

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

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

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

BASIS OF AWARD

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

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

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

1. All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The latest version is dated "February 2008" (available at <http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php> .) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**
2. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
3. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
 - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning.*
4. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
5. Any costs related to this plan shall be considered incidental to the contract.