



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
Bureau of Maintenance & Operations - Ferry Services

RFP #201210423-Temporary Staffing for Maine State Ferry Service

(Amended to Extend Proposal Due Date and Modify Rider B – See Below)

The Maine Department of Transportation (MaineDOT) is seeking Proposals for **Temporary Staffing for Service Operations on Maine Ferry Vessels and Customer Service at Maine State Ferry Terminals**. This Request for Proposal (RFP) states (a) the instructions for submitting Proposals, (b) the procedures and criteria by which the vendor will be selected and (c) the contractual terms which will govern the relationship between MaineDOT and the selected Provider.

RFP Coordinator: Jim MacLeod, Manager
Maine State Ferry Service
MaineDOT
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Rockland, ME 04841

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From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person / State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Bidders' Conference: Not Applicable

Deadline for Submitted Questions: ~~November 21, 2012~~ **December 10, 2012**, not later than 5:00 p.m. local time

Proposals Due: ~~December 4, 2012~~ **January 2, 2013**, not later than 2:00 p.m. local time

Due at:

Division of Purchases
Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009

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PUBLIC NOTICE

Request For Proposals (RFP) #201210423
Temporary Staffing for Maine State Ferry Service

The Maine Department of Transportation (MaineDOT), Maintenance & Operations - Ferry Service is requesting proposals from Agencies providing Temporary Staffing for Service Operations on Maine Ferry Vessels and Customer Service at Maine State Ferry Terminals.

The RFP is available on the MaineDOT website: <http://www.maine.gov/mdot/cpo/rfps/> or upon request to:

Jim MacLeod, Maine State Ferry Service
MaineDOT
517 Main Street, PO Box 645
Rockland, Maine 04841
Tel. (207) 596-5422
Email: jim.macleod@maine.gov

Proposal Due Date: By 2:00 pm on ~~December 4, 2012~~ **January 2, 2013** at the following address:

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street, 9 SHS
Augusta, Me 04333-0009

PART I INTRODUCTION

A. Purpose and Background

Purpose

The Maine Department of Transportation (MaineDOT) is seeking proposals to provide Two (2) Full-Time Equivalents (Ordinary Seaman) and up to ten (10) intermittent staff (Ordinary Seaman, Able Seaman and Customer Representative Associate I) for the Maine State Ferry Service to provide assistance in vessel operations (Ordinary & Able Seaman) and Customer Service (CRAOs) as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the State of Maine (“State”) and the awarded Bidder(s).

Background

The Maine State Ferry Service (MSFS) is a part of the Bureau of Maintenance and Operations within the MaineDOT. The Ferry Service maintains a vital link between the mainland and six island communities. Daily service is provided to Vinalhaven, North Haven, Islesboro, and Swan’s Island. Semi-weekly service (three round trips per week) is provided to Frenchboro; there are approximately 30 trips annually to Matinicus. The MSFS is the primary means of transportation for these Maine Islands, providing safe and reliable transportation year-round for people, vehicles, goods and services.

Ferries

The Ferry Service maintains a fleet of eight ferries ranging in age from the recently constructed Captain E. Frank Thompson (2011) to the fifty-three year old North Haven (1959). Four ferries are berthed at the islands overnight (one each at Vinalhaven, North Haven, Islesboro and Swan’s Island). One island (Vinalhaven) has two ferries assigned for daily service due to volume of traffic. Vinalhaven has one ferry based at the island, and one in Rockland. All of the ferries have a four person crew (Captain, 2-Able Seaman, Engineer) with the exception of the Captain E. Frank Thompson and Margaret C. Smith who have an additional Ordinary Seaman assigned.

Terminals/Crew Quarters

The MSFS operates seven ferry terminals with associated infrastructure at three mainland locations (Rockland, Lincolnville and Bass Harbor) and four island locations (Vinalhaven, North Haven, Islesboro and Swan’s Island). All of the terminals are staffed with a minimum of two Customer Service Representatives (CRAOs), one primarily handling ticket sales and one primarily assigned to assisting with ferry loading. The Rockland Terminal serves as MSFS headquarters with management support staff offices. All locations are equipped with transfer bridges which act as the interface between ship and shore.

The MSFS operates four crew quarters, where island-based crew persons reside in their off duty times, at four locations on Vinalhaven, North Haven, Islesboro and Swan’s Island.

B. General Provisions

1. Issuance of this RFP does not commit MaineDOT to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by MaineDOT. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements and Evaluation” section of this RFP.

3. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
4. The RFP and the selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 *et seq.*). If a Bidder submits materials that it claims are confidential because they are not "public records" pursuant to FOAA, the Bidder must (1) conspicuously and precisely designate those particular portions of its materials as "confidential" and (2) provide the specific statutory or other legal basis that exempts the designated materials from FOAA's definition of "public record." (*See* 1 M.R.S. § 402; <http://www.maine.gov/foaa/law/exceptions.htm>.) A Bidder's confidential designation does not ensure nondisclosure of the material; the State shall determine whether submitted materials are "public records."
6. MaineDOT, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
7. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to this Request for Proposals.

SPECIFIC LICENSURE/CERTIFICATION REQUIREMENTS

***For Ferry Ordinary Seaman: Experience as a deck crew member of vessels operating on ocean or coastal routes, a U.S. Coast Guard certificate (MMD) as ordinary seaman, and a TWIC (Transportation Workers Identification Credential).**

***For Ferry Able Seaman: Experience as a deck crew member of vessels operating on ocean or coastal routes, a U.S. Coast Guard certificate (MMD) as able seaman (unlimited, limited, or special), and a TWIC (Transportation Workers Identification Credential).**

***For CRAOs: a TWIC (Transportation Workers Identification Credential) and a valid drivers license.**

D. Contract Term

MaineDOT is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, MaineDOT may opt to renew the contract for up to **3** renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

The estimated term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	12/27/12	12/26/13
Renewal Period #1	12/27/13	12/26/14
Renewal Period #2	12/27/14	12/26/15
Renewal Period #3	12/27/15	12/26/16

E. Number of Awards

MaineDOT reserves the right to make one or multiple awards, whichever is in the best interests of the State, as a result of this RFP process.

PART II SCOPE OF SERVICES

***2 FTEs (Full-Time Equivalents) – Ferry Ordinary Seaman (M/V E. Frank Thompson-Rockland)
Hours – 11.5 per day (80.5 per week)**

***1-2 Intermittent Ferry Ordinary Seaman (M/V Margaret C. Smith-Lincolnvilleville) – (approx. 1,000 hours per year) needed for vacation/sick time coverage.
Pay - \$11.01/hour**

DESCRIPTION: This is maintenance and personal services work in the general upkeep, servicing, and operation of a ferry boat. Work includes assisting in docking, loading and unloading passengers and vehicles, standing relief watch and performing cleaning and maintenance tasks. Work is performed under immediate supervision.

REPRESENTATIVE TASKS: *(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned).*

... Cleans and maintains passageways, compartments, restrooms, and other areas on and above the main deck in order to ensure established standards are maintained.

... Handles lines during docking, securing the vessel and/or casting off in order to assist with the safe operation of the ferry.

... Loads and unloads passengers and vehicles in order to ensure proper safety procedures are followed.

... Cleans and paints boat interior and exterior, including deck structures, gear, and equipment in order to ensure established standards are maintained.

... Participates in safety practice activities in order to clear away, swingout, and lower lifeboats.

... Acts as helmsman as directed by master of the vessel in order to operate vessel safely.

... Monitors and enforces rules and regulations on the boat in order to ensure vessel and passenger safety.

KNOWLEDGES, SKILLS, AND ABILITIES REQUIRED: *(These are required to successfully perform the work assigned).*

... Knowledge of operation and maintenance motor powered ferries.

... Knowledge of safety precautions and procedures aboard motor powered ferries.

... Ability to participate in and implement safety procedures.

... Ability to perform routine maintenance, repair, and painting of vessel and associated equipment.

... Ability to steer vessel as directed while standing watch at the wheel.

... Ability to understand and follow oral and written instructions.

... Ability to establish and maintain harmonious relationships.

... Ability to enforce rules and regulations on vessel.

MINIMUM QUALIFICATIONS: *(Entry level knowledges, skills, and/or abilities may be acquired through, BUT ARE NOT LIMITED TO the following coursework/training and/or experience).*

Graduation from high school or equivalent and experience as a deck crew member on vessels operating on ocean or coastwise routes.

Required to have a current TWIC Card - Transportation Worker Identification Credential Card. Card is provided by TSA - Transportation Security Administration.

LICENSING/REGISTRATION/CERTIFICATION REQUIREMENTS: *(These must be met by all employees prior to attaining permanent status in this class).*

Certificate as Ordinary Seaman as issued by the United States Coast Guard.

***1-3 Intermittent-Ferry Able Seaman – (All Maine State Ferries – Rockland, Lincolnville or Bass Harbor) needed for vacation/sick time coverage. (approx. 1,000 hours per year)**

Hours – as needed

Pay \$13.59

DESCRIPTION: This is structure and craft work involving the general upkeep, servicing, and operation of a ferry boat. Work includes assisting in docking vessel and loading and unloading passengers and vehicles, standing relief watch, and performing cleaning and maintenance tasks. Work is performed under general supervision.

REPRESENTATIVE TASKS: *(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned).*

- ... Cleans and maintains passageways, compartments, restrooms, and other areas on and above the main deck in order to ensure established standards are maintained.
- ... Handles lines during docking, securing the vessel and/or casting off in order to assist with the safe operation of the ferry.
- ... Loads and unloads passengers and vehicles in order to ensure proper safety procedures are followed.
- ... Cleans and paints boat interior and exterior, including deck structures, gear, and equipment in order to ensure established standards are maintained.
- ... Participates in safety practice activities in order to clear away, swing out, and lower lifeboats and rafts, and handle lifeboats and rafts under oar and sail.
- ... Conducts regular on-site security reviews of vessels in order to maintain and protect public safety.
- ... Stands relief watch at the wheel while the ferry is underway in order to operate vessel safely.
- ... Monitors and enforces rules and regulations on the boat in order to ensure vessel and passenger safety.
- ... Prepares and maintains appropriate logs in order to document nautical, traffic and related vessel information.

KNOWLEDGES, SKILLS, AND ABILITIES REQUIRED: *(These are required to successfully perform the work assigned).*

- ... Knowledge of the operation and maintenance of motor-powered ferries.
- ... Knowledge of safety prevention and procedures aboard boats.
- ... Knowledge of national security rules, regulations, and laws.
- ... Knowledge of security screening methods and techniques.
- ... Knowledge of nautical equipment and instruments.
- ... Knowledge of hazardous materials transferred by water vessels.
- ... Ability to perform routine maintenance, repair, and painting of vessel and equipment.
- ... Ability to operate a vessel according to Coast Guard and navigational rules, regulations, and aids.
- ... Ability to steer and navigate a variety of powered vessels.
- ... Ability to execute emergency safety procedures.
- ... Ability to enforce rules and regulations on the vessel.

- ... Ability to perform security inspections.
- ... Ability to identify hazardous materials.
- ... Ability to respond to the captain's instructions involving routine and emergency situations.

MINIMUM QUALIFICATIONS: *(Entry level knowledges, skills, and/or abilities may be acquired through, BUT ARE NOT LIMITED TO the following coursework/training and/or experience).*

Experience as a deck crew member of vessels operating on ocean or coastal routes.

LICENSING/REGISTRATION/CERTIFICATION REQUIREMENTS: *(These must be met by all employees prior to attaining permanent status in this class).*

U.S. Coast Guard certificate as able seaman and lifeboatman.

Required to have a current TWIC Card - Transportation Worker Identification Credential

***1-3 Intermittent – Customer Representative Associate I (7 State Terminals – Rockland, Vinalhaven, North Haven, Lincolnville, Isleboro, Bass Harbor, Swan’s Island) – need for vacation/sick time coverage (approx. 1,000 hours per year)**

Hours – as needed

Pay - \$13.71

DESCRIPTION: This is complex customer service in assisting internal and external customers requiring a solid knowledge of the principles and practices of quality customer service. Positions in this classification provide office and administrative support work in directly and indirectly assisting customers in securing services such as communication transmissions, employment, ferry, social, or public services. Responsibilities require independent judgment in handling exceptions to established work assignments, priorities, and schedules.

FERRY: Assisting Maine State Ferry Service customers.

DISTINGUISHING CHARACTERISTICS: *(Any one position may not include all Distinguishing Characteristics (tasks) nor is this list inclusive of all Distinguishing Characteristics possible for this classification. Distinguishing Characteristics may be assigned in accordance with the policies and procedures of individual agencies. However, one Distinguishing Characteristic that applies to all classifications is that each employee complies with the requirements of State policies, including those concerning human resource components of security protocols of agency information security and confidentiality policies for state business purposes.)*

- Correspond orally and/or in writing with the public to receive/provide information and/or adjust complaints.
- Prepare worksheets and perform data entry.
- Query for data via telephone, computer, and/or written/oral communication.
- Examine documents/information, determine facts, detect errors and irregularities, and take action as authorized.
- Establish computerized and/or manual filing systems.
- Format and type standard business correspondence from draft or dictation into final form using varied correspondence formats.

- Write regular and/or periodic reports.
- Apply to routine individual cases an explanation and interpretation of applicable rules, regulations, policies, procedures, codes, and/or documentation requirements.
- May provide ongoing leadership for a work team with responsibility to schedule, instruct, assign, review, and monitor the work.
- May confer with supervisor on performance appraisals for work team members.

FERRY:

- Take reservations, sell tickets, and collect fares.
- Maintain orderly lineup of vehicles for transport.
- Conduct security screening of vehicles and passengers.
- Respond to security concerns.
- Operate and monitor security surveillance and communications equipment.
- Perform security inspections of facilities.
- Assist ferry crew with loading of vessel.

KNOWLEDGE, SKILLS, & ABILITIES: *(Any one position may not include all Knowledge, Skills, and Abilities (KSA's) listed nor is this inclusive of all KSA's required. Entry Level KSA's applicable to the position are to be possessed at time of hire and are screened through written, oral, performance, and/or other evaluations. Full Performance KSA's applicable to the position may be acquired on the job or through specialized training and are needed to perform the work assigned. Reasonable accommodations for disabilities as defined by the Americans with Disabilities Act will be considered on a case-by-case basis.)*

Entry Level:

- Ability to query for information.
- Ability to format and type standard business correspondence from draft or dictation into final form.
- Ability to establish computerized and/or manual filing systems.
- Ability to prepare worksheets and perform data entry.
- Ability to prepare standard reports.
- Ability to remain calm in stressful situations.

FERRY:

- Knowledge of maritime security laws.
- Ability to read and interpret maritime rules and regulations.
- Ability to conduct security screenings.

Full Performance:

- Knowledge of applicable service programs and resources.

- Ability to stay current and understand, discusses, explain, and apply applicable laws, rules, regulations, policies, procedures, paperwork, and terminology.
- Ability to apply to routine individual cases an explanation and interpretation of applicable rules, regulations, policies, procedures, codes, and/or documentation requirements.
- Ability to determine facts, detects errors and irregularities, and takes appropriate action in accordance with established procedures.
- Ability to exercise good judgment in appraising situations and making decisions/recommendations.
- Ability to provide ongoing leadership for a work team.
- Ability to confer with supervisor on performance appraisals for work team members.

FERRY:

- Ability to conduct maritime and federal security screenings in compliance with regulations.
- Ability to detect and respond to security situations of a suspicious nature.
- Ability to effectively intervene in volatile situations.

Distinguishing Characteristics & KSA's are cumulative across the Customer Relations Job Family. Positions in this classification assume ALL the Distinguishing Characteristics & KSA's of: Customer Representative Assistant I and Customer Representative Assistant II.

MINIMUM QUALIFICATIONS: Training, education, or experience in office and administrative support work that demonstrates 1) competency in applying a solid knowledge of the principles and practices of quality customer service to perform complex work in assisting the public on matters such as communication transmissions, employment, ferry, social, or public services; and 2) ability to use independent judgment in handling exceptions to established work assignments, priorities, and schedules.

All positions in this classification assume the qualifications of: Customer Representative Assistant I and Customer Representative Assistant II.

LICENSING/REGISTRATION/CERTIFICATION REQUIREMENTS: Some positions may require possession of a valid Class B Maine Motor Vehicle Operator's License.

30-days to obtain TWIC Card - Transportation Worker Identification Credential Card. Card provided by TSA - Transportation Security Administration.

WORKING CONDITIONS: Working conditions for individual positions in these classifications will vary based on each agency's utilization, essential functions, and the recruitment needs at the time a vacancy is posted.

PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

Event Name	Event Date and Time
Due Date for Receipt of Written Questions	12/10/12 by 5:00pm, local time
Due Date for Posting of Responses (Website)	12/12/12 by 5:00pm, local time
Due Date for Receipt of Proposals	01/02/13 by 2:00pm, local time
Estimated Contract Start Date (subject to change)	01/28/13

B. Bidders Conference

MaineDOT does not intend to hold a Bidders' Conference as part of this RFP process.

C. Questions

1. General Instructions

- It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator as soon as possible but no later than the date and time specified in the timeline above.
- Questions may be submitted by e-mail or fax. If faxed, please be sure to include a cover sheet addressed to the RFP Coordinator listed on the cover of this RFP, and indicate the number of pages sent. MaineDOT assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
- Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.
- Send written questions to the RFP Coordinator listed on the cover page of this RFP document.

- Written Questions Due:** Written questions must be received by the RFP Coordinator no later than 5:00 p.m. local time on the date shown in the timeline above. No questions will be accepted after this time.

3. Summary of Questions and Answers

Responses to all substantive and relevant questions will be compiled in writing and posted on-line at: <http://www.maine.gov/mdot/cpo/#2> no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. MaineDOT reserves the right to answer or not answer any question received.

MaineDOT may amend this RFP prior to the Proposal due date. If this RFP is amended within seven (7) days of the Proposal due date, the amendment will include an extension of time to allow seven (7) days between the amendment and the Proposal due date. RFP Amendments will be posted on the MaineDOT website: <http://www.maine.gov/mdot/cpo/>.

MaineDOT will not be responsible for any additional costs incurred as a result of said changes in the RFP. **IT WILL BE THE PROPOSER'S RESPONSIBILITY TO CHECK THE REFERENCED WEBSITE FOR RESPONSES TO QUESTIONS AND ANY RFP AMENDMENTS.** (Note: The Proposer must include reference to all RFP Amendments in their Proposal.)

D. Submitting the Proposal

1. **Proposals due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
2. **Mailing/Delivery Instructions**

PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).

 - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
 - b. The Bidder must send its proposal in a sealed package including one **original and 2 copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
 - c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta ME 04333-0009

Re: RFP # **201210423**, Temporary Staffing for Maine State Ferry Service

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. MaineDOT and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. MaineDOT seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

A. Proposal Format

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP.
4. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.
5. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
6. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of MaineDOT's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
7. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

B. Proposal Contents

Section I Organization Qualifications and Experience

Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

Please identify the **key** staff your company will assign to fulfill the contract requirements (Contract Managers, contact people, or assigned technicians). Provide resumes describing educational and work

experiences for those **key** staff.

Please describe your experience and capabilities providing similar services to those required. Identify at least five (5) projects with whom your company has done business similar to that required in this RFP in the last five (5) years. Include points of contact (client's company name, contact name, address, and telephone number), a brief description of the project, dates of the project and results.

If contacted, all references must verify that a high level of satisfaction was provided. MaineDOT will determine which, if any, references are contacted. The results of any reference checks will be provided to the scoring committee and used when scoring the Technical Proposal.

Section II Specifications of Work to be Performed

Discuss the Scope of Services referenced above in this RFP and what the Bidder will offer. Give particular attention to describing the methods, schedules, and resources you will use, and how you will accomplish the tasks involved. If subcontractors are involved, clearly identify the work each will perform.

Section III Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, the original one year contract and including 3 optional renewal periods. Please use the expected contract start date of **December 27, 2012** and an end date of **December 26, 2016** in preparing this section.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. Failure to provide the requested information may result in the exclusion of the proposal from consideration, at the discretion of MaineDOT.
- d. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with MaineDOT may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

Section IV Economic Impact within the State of Maine

In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is required in accordance with Executive Order 2012-004, which states that "all service contracts expected to exceed \$100,000 in total value advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine RFP# 201210423

of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

Section V Required Proposal Attachments

MaineDOT does not require any specific attachments to be presented with the Bidders' proposals.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.
3. MaineDOT reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and MaineDOT may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. MaineDOT reserves the right to make video or audio recordings of any applicable interview/presentation process. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

Section I. Proposer's Qualifications & Experience (25 points)

Includes all elements addressed above in Part IV, Section I.

Section II. Specifications of Work to be Performed (20 points)

Includes all elements addressed above in Part IV, Section II.

Section III. Cost Proposal (50 points)

Includes all elements addressed above in Part IV, Section III.

Section IV. Economic Impact within the State of Maine (5 points)

Includes all elements addressed above in Part IV, Section IV.

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP. The Economic Impact section will also be scored using a consensus approach, with the highest number of evaluation points being assigned to the Bidder(s) with the most economic impact, actual or feasible, as determined by the evaluation team. The Cost section will be scored according to a mathematical formula described below.

- 3. Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 50 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$(\text{lowest submitted cost proposal} / \text{cost of proposal being scored}) \times 50 = \text{pro-rated score}$$

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. Negotiations

MaineDOT reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or MaineDOT's Request for Proposals to an extent that may affect the price of goods or services requested. MaineDOT reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, MaineDOT may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, MaineDOT may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of MaineDOT subject to approval by the State Purchases Review Committee.
2. Notification of contractor selection or non-selection will be made in writing by MaineDOT.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. MaineDOT reserves the right to reject any and all proposals or to make multiple awards.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120. The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department’s Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

The complete set of standard BP54 contract documents (blank) is attached.

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of MaineDOT of Administrative and Financial Services, Chapter 110, § 3(B)(i): <http://www.maine.gov/purchases/policies/110.shtml>)

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. MaineDOT estimates having a contract in place by December 27th. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to MaineDOT’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

B. Standard State Agreement Provisions

1. Agreement Administration
 - a. Following the award, an Agreement Administrator from MaineDOT will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
 - b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, MaineDOT may withdraw its award and negotiate with the next highest-ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, MaineDOT may cancel the RFP, at its sole discretion.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

1. Appendix A – State of Maine Proposal Cover Page
2. Appendix B - Blank State of Maine Agreement to Purchase Services BP54

PART VIII APPENDICES

Appendix A

**State of Maine Department of
Transportation PROPOSAL
COVER PAGE**

RFP #201210423

Temporary Staffing for Maine State Ferry Service

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed Cost:	
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by MaineDOT or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature	Date	Name and Title (Typed)

CT# _____
TEDOCS #: _____
CSN#: _____

STATE OF MAINE Agreement
to Purchase Services

THIS AGREEMENT, made between the State of Maine, Department of Transportation hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____

The AdvantageME Vendor/Customer number of the Provider is **V**_____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D, E, and/or F – (At Department’s Discretion)
- Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

Date: _____ By: _____

and

DEPARTMENT OF TRANSPORTATION

Date: _____ By: _____

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT \$** _____. The Maximum Amount indicated in this Contract does not constitute an obligation by MaineDOT to pay the Provider this amount in its entirety under the current terms and conditions of this Contract; however, it does constitute the maximum amount that can be paid under this Contract.

2. **INVOICES AND PAYMENTS.** The Department will pay the Provider on an as needed basis as follows:

_____ Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY.** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE.** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK.** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS.** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION.** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS.** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL.** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE.** ~~The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.~~ *(See Amendment posted separately)*

22. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY.** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION.** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE.** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT.** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C EXCEPTIONS TO
RIDER B

The following clause is inserted in its entirety into Rider C as clause #28.

WARRANTY PROVISION. The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects in materials and workmanship for one year unless otherwise stated in this Agreement. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all necessary remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the Work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Agreement.

The Contractor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

RIDER G IDENTIFICATION OF
COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state:** _____
- Other. Please identify country:** _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.