

APPENDIX A
REQUEST FOR PROPOSAL
SPECIFICATIONS OF WORK TO BE PERFORMED

Company Name: _____

SCHEDULE OF ITEMS

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed,
- c) the unit price for any item is not provided or is unreadable.

Do not make handwritten changes to the bid documents.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

1. Schedule of Items

Section 0001				
Item #	Item Description	Unit Price (\$/per Hour)	Estimated Quantity & Units for TWO YEAR	Bid Amount = (Est. Qty. X Unit Price)
1	Safety Patrol (VEHCILE and OPERATOR) *	\$	5,100 hours	
TOTAL BID				\$

* As specified in Part VI Method of Measurement and Basis of Payment

(Print Respondent's Name and Title)

Signature

Date

Maine Business and Economic Impact Consideration:

The Maine Business and Economic Impact Consideration for this Bid will be scored based on the information provided by Bidders in the Maine Business and Economic Impact Consideration and the point allocations.

Bidder shall indicate their Maine business and economic impact by completing the questions below on the “Maine Business and Economic Impact” section. The Bidder shall not make variations or alterations when responding to these questions. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine.”

SECTION 0002			
Maine Business and Economic Impact	<i>Circle one answer for each row</i>		
% of employees that are Maine Residents	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
% of payroll paid to Maine Residents last calendar year	0 0 points	1 – 74% 1 points	75 – 100 % 2 points
Bidder currently pays Maine Income or corporate taxes		No 0 points	Yes 2 points
Bidder currently pays property taxes to government entities in Maine		No 0 points	Yes 2 points
Bidder currently purchases services and/or supplies from Maine businesses		No 0 points	Yes 2 points

Bidders are required to fill out bid and Maine Business and Economic Impact Consideration

(Print Respondent's Name and Title)

Signature

Date

**APPENDIX A
REQUEST FOR PROPOSALS
SPECIFICATIONS OF WORK TO BE PERFORMED**

PART I - INTRODUCTION

A. PURPOSE

The Maine Department of Transportation “Department” is seeking proposals to provide a Safety Patrol “SP” on Interstate 295 southbound and northbound between Scarborough and Freeport, as defined in these bid documents. This document provides instructions for submitting bids, the procedure and criteria by which the Contractor will be selected and the contractual terms which will govern the relationship between the Department and the selected Contractor.

The goal of this Contract is to provide the expeditious removal of disabled or crashed vehicles, and small non-hazardous debris, from the Travel Way thus reducing the traffic delays and congestion that result from those breakdowns, crashes and spills. Rapid removal is made possible by the presence of safety patrol vehicles “VEHICLES” located on the interstate during hours of peak traffic. The SP facilitates a quicker response time to non-recurring incidents such as breakdowns and crashes, thus reducing the total time needed to clear the incident from the highway and restore normal traffic flow. The SP will include, as the minimum, the followings:

- Assisting stranded motorist,
- Providing the initial report, response or verification of event,
- Providing initial traffic control and scene safety for responders and victim,
- Supporting the incident commander, as needed, to manage the lane closure and protect the incident site, victim and responding personnel,
- Communicating resources needed to the TMC and
- Assisting in quick response of debris, disabled vehicles or crashes in or along the travel portion of the roadway.

All SP services will be provided **FREE OF CHARGE** to the motorist.

Before submitting the Bid, the Bidder may seek third-party organizations (SPONSOR) to contribute monies to lower the hourly unit price. The SPONSORS may have their logo, company identification, or other means of advertising placed on the VEHICLE and other written material where the SP is featured.

Traffic History

Length: 22 miles, Interstate 295 - Scarborough to Freeport

Posted Speeds: 55, 50, 65 MPH

AADT (2017):

Exit 1 to Exit 2	39,427
Exit 3 to Exit 4	82,030
Exit 4 to Exit 5	72,370
Exit 5 to Exit 6	74,970
Exit 6 to Exit 7	74,570
Tukey Bridge	86,550
Exit 9	67,580
Exit 9 to Exit 10	52,490
Exit 11 to Exit 15	57,090
Exit 17 to Exit 20	55,100
Exit 22 to Exit 28	49,180

Reported Incidents per year: approximately 4,000

Reported Crashes per year: approximately 640

B. DEFINITIONS/ACRONYMS

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

“MSP” Maine State Police

“RFP” Request for Proposal

“Special Events” means sports complex events, municipal or city events, weather, and other events that have been or are identified as such by the Department.

“SP” Safety Patrol services provided within this contract

“VEHICLE” Safety Patrol Vehicle means the vehicle meeting the specifications set forth in this contract and used by a Contractor for this Interstate Safety Patrol Contract.

“OPERATOR” Safety Patrol Vehicle Operators means a driver who is the properly licensed and trained operator of each Safety Patrol Vehicle.

“SPONSOR” means a third-party organization that has contributed monies to have their logo, company identification, or other means of advertising placed on the Safety Patrol Vehicles.

“TMC” MaineDOT Traffic Management Center

PART II - SCOPE OF WORK

A. GENERAL SCOPE

The OPERATORS will assist motorists whose vehicles have suffered minor mechanical failure or have been involved in minor crashes. The SP shall be able to accomplish the following duties:

- Move vehicles: Expedite quick clearance practices using a push bumper or towing strategy to remove vehicles (vehicle with gross weight of up to 10,000 pound) and large debris from the travel portion of the roadway.
- Remove obstacles and objects from the roadway to include debris and other hazards.
- Provide fuel up to one gallon.
- Provide water to person(s) being assisted or for overheated vehicles.
- Change flat tires.
- Provide mechanical assistance such as jump starts, minor mechanical repairs, tire inflation.
- Assist stranded motorists with communication by allowing calls to repair facilities, other business or individual to assist him/her or by calling the TMC to request towing service.
- Provide a ride to a safe place or drop-off location to wait if vehicle is disabled.
- Clean up minor vehicle fluid spills.
- Share information with other responders and the TMC.
- Act as the Department's representative in the Incident Command Structure.
- Request and confirm emergency services have been contacted when warranted.
- Provide information and updates to the TMC.
- Protect the incident scene, when necessary, with the appropriate temporary traffic control devices.
- Assist other responding agencies, at the scene, such as law enforcement, fire and rescue, Emergency Medical Services, and other response agencies as needed.

1. General Requirements:

- a. When necessary, the OPERATOR will place the appropriate temporary traffic control devices to protect the scene. The temporary traffic control devices include their VEHICLE combined with the use of the 28 inch cones and flares.
- b. If a closure estimated to last longer than thirty (30) minutes in duration, the TMC in consultation with the OPERATOR will determine if a long-term lane or roadway closure will be required. If the determination that the long-term closure is required, the appropriate maintenance crew will be notified to respond with the appropriate equipment. A long-term lane or roadway closure is considered to be any closure that will result in a two (2) hour closure.

- c. At the beginning of each service call, or upon finding any disabled vehicles the OPERATOR will notify the TMC of location, model, color and plate number of disabled vehicle. At the end of each service call the OPERATOR will notify the TMC.
- d. The Contractor will be required to complete a log of each motorist assist and a log of total miles driven each shift and submit to the Department on a weekly Basis. The Contractor is responsible for preparing this form and submitting it for the Department's approval prior to beginning this service. Motorist assist logs will also include data collection points of detection, verification, lane clearance, and roadway clearance times. The logs shall be accurate, legible, neat and completed at the end of each shift. The information provided in these logs may be used to assist the Department assess the performance of the Contractor in achieving performance objectives such as:
 - Reduced roadway clearance time
 - Reduced incident clearance time
 - Reduced secondary incidents
- e. At the end of each service call, the motorist will be asked to fill out and send into the Department a self-addressed stamped post card evaluating the service he received. If an OPERATOR receives more than one unfavorable review over a six-shift span, he will be counseled, a second such situation will result in a warning, a third will result in a suspension from working under the Contract and fourth will be cause for removal from working under the Contract. The Contractor is responsible for creating this post card and submitting it for the Department's review and approval prior to beginning this service. The Contractor is also responsible for producing and keeping an adequate supply of these postcards through the life of this Contract.
- f. No compensation of any type (tips, etc.) can be accepted by the OPERATOR from the motorist. Stealing is prohibited. The selected Contractor and/or its employees/OPERATORS will not be allowed to recommend tows, or recommend repair/body shops. Failure to adhere to this requirement will result in an immediate dismissal of the OPERATOR. Multiple and continual violations by more than one OPERATOR may result in more severe actions up to and including Contract termination.
- g. The OPERATOR will, unless so directed differently by a law enforcement officer, follow traffic laws.
- h. The VEHICLE will be kept continuously on patrol within its assigned beat except when actively responding to an incident. The OPERATOR shall be actively working except for permitted scheduled breaks (two non-consecutive 15-minute breaks per 8-hour shift). A thirty-minute lunch will not be paid for by the Department. Breaks must be taken within 5 miles of the patrol zone. The TMC must be contacted at the time of the VEHICLE removal and upon its return to active patrol status.

- i. In the event that the SP does not show up to perform the required patrol for any reason, the Contractor shall compensate the Department for such non-operation at the rate of \$55 per lost hour that exceeds 24 consecutive or non-consecutive hours during a 12-month period.

2. **Unattended Vehicles:**

Unattended vehicles not interfering with traffic and not posing a safety hazard will also be reported to the TMC by the OPERATOR but no further action will be necessary by the OPERATOR unless so directed to do so by the TMC or Police.

3. **Mechanically Disabled Vehicle - (Problem not readily apparent or repair time exceeds ten (10) minutes):**

If the problem with a disabled vehicle is easily diagnosed and can be typically remedied within the 10 minutes, the OPERATOR will perform the needed service. To get the vehicle started, for example, the OPERATOR will change flat tires, provide fuel, provide battery “jump” starts, temporarily tape or repair cooling system hoses and refill radiators if the problem can typically be remedied within 10 minutes. OPERATORS should plan on spending no more than 10 minutes in attempting to repair a disabled vehicle.

4. **Crashed Vehicle:**

Under no circumstances should an OPERATOR attempt to repair a crashed vehicle in order to make it mobile. For example, OPERATOR shall not use pry bars or winch cables to pull fenders away from tires, change tires damaged as a result of a crash, or remove/repair any body parts. All crashed vehicles of non-reported crashed shall be removed as promptly as possible from the travel way to Shoulder.

5. **Assistance to Police:**

There may be some instances where OPERATORS may be requested to lend assistance to Police. OPERATORS shall follow the instructions of the Police at the scene of any incident. The instructions of the Police on the scene shall override and supersede any conflicting obligations or duties of the Contractor or the OPERATOR set forth herein.

B. SAFETY PATROL AREA

The OPERATOR will patrol **I-295 from Freeport, exit 22, to Scarborough, exit 1**, in such a manner so that the VEHICLE is kept continuously patrolling its beat except in accordance with this section.

- The detection of damaged or disabled vehicles will be primarily via the TMC, Police or by the OPERATOR. However, OPERATOR will also be dispatched via two-way radio or cellular phone to an incident location by the TMC.

- The VEHICLE will remain in the assigned patrol route and will only give assistance outside the patrol route at the direction of the TMC or the Police. The Department may adjust or revise the patrol route during the life of the Contract.
- Should the OPERATOR be required to arrange for the service of a tow truck, they will immediately inform the TMC or the Police. Only the Department or the Police will be permitted to secure the services of a tow truck.

C. MOTORIST DROP-OFF LOCATIONS

A list of approved Drop-off locations will be determined by the Contractor and the Department prior to starting the SP. The OPERATOR shall transport the vehicle occupants to the closest drop-off location in the direction of travel. The motorists can request to call a specified towing firm ("personal request") or to call a relative/friend to assist them. Should it be impossible to transport the vehicle occupants to a safe area where they can wait for assistance, the OPERATOR then shall immediately call the TMC to inform them of this and the OPERATOR will wait with the disabled vehicle and its occupants until the Police arrive. Police have full authority over the incident when present.

D. DAMAGE COMPLAINTS

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their VEHICLE while lending assistance, the Contractor shall notify the Department regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the Contractor shall send either its authorized representative or its insurance company representative to inspect the vehicle and complete an incident report within 48 hours after receiving the damage complaint.

If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall (within a reasonable period of time after receipt of the damage complaint) negotiate in good faith to try and resolve the issue and shall report to the Department the result of the negotiations.

All repair costs resulting from these damage complaints are the responsibility of the Contractor.

E. CRASHES INVOLVING PATROL VEHICLE

Should the VEHICLE become involved in any type of crash, the following procedures will be followed:

1. The OPERATOR, if able, will immediately inform the Police and the TMC of the exact nature of the crash and request necessary assistance (ambulance, tow truck) from the Police including the presence of a police patrol officer to investigate the crash and prepare a crash report (required by law for reportable crash).

2. If the crash is non-reportable (vehicles can be moved, no injuries and no fatalities), all vehicles should be removed from the travel way as soon as possible. If not, the crash scene should be protected by signs, cones and flares as may be necessary.
3. The OPERATOR will adhere to current Maine laws and regulations regarding post-crash procedures, including but not limited to, the exchange of driver information (names, addresses, phone number, and insurance information) and never flee the scene of the crash.
4. The OPERATOR may only resume the patrol of his area when requirements 1, 2 and 3 above have been satisfied and:
 - a) The MSP, or local Police have prepared a written crash report or have instructed the OPERATOR that they are unable to do so (applies to non-reportable crashes only).
 - b) The VEHICLE is in a condition to resume patrolling.
 - c) The OPERATOR is physically able to resume patrolling.
 - d) The Department's approval has been given to resume patrolling.
5. Should the OPERATOR be unable to resume their patrol area, the Contractor must have a fully qualified OPERATOR ready to cover the patrol area on the next regularly scheduled shift.
6. Repairs to the damaged VEHICLE must be made as quickly as possible. The Department and Contractor will meet and review the damaged VEHICLE to determine a reasonable length of time to complete all repairs.
7. Every crash involving the VEHICLE will be reviewed by a committee consisting of a representative of the Contractor, the Department and, if applicable, the Police. The main purpose of this review effort will be to ensure that the VEHICLE is operated in the safest manner possible. Should it be determined by the committee that the crash in question could have been avoided by the OPERATOR, then the OPERATOR may be subject to the following disciplinary actions:
 - a) First Avoidable Crash- Letter of Reprimand.
 - b) Second Avoidable Crash- 1 Week Suspension from working under the Contract.
 - c) Third Avoidable Crash- 1 Month Suspension from working under the Contract.
 - d) Fourth Avoidable Crash- Removal from working under the Contract.

Although each crash will be weighed on its own merits, OPERATOR's multiple and continual violations by more than one OPERATOR may result in more severe actions up to and including Contract termination.

These violations are not intended to be an exhaustive list. The Department reserves the right to characterize any unsatisfactory action as a violation and subject to the above actions.

F. HOURS OF OPERATION

The contract will be one hourly rate for the VEHICLE and OPERATOR and will only include those hours while actually on patrol. Travel time hours, defined as travel to and from the assigned patrol route and not traveling during the shift, will not be paid for and are not part of the Contract. Fueling of the VEHICLE and replenishing of expendables will not be paid for and are not part of the contract. Supplies and fuel should be replenished before or after the shift unless approved by the TMC.

The Department has established the initial hours of service of the Contractor.

- The weekend following Columbus Day to the week prior to Memorial Day weekend (32 weeks) the VEHICLE will operate (1280 hrs.):
 - o Monday – Friday from 11:00 am– 7:00 pm
- The weekend prior to Memorial through the Columbus Day weekend (20 weeks) the VEHICLE will operate (1140 hrs.):
 - o Monday through Thursday 11:00 am– 7:00 pm,
 - o Friday 11:00 am to 8:00 pm,
 - o Saturday 10:00 am to 8:00 pm,
 - o Sunday 12:00 pm to 6:00 pm.
- The VEHICLE will operate on Holiday's and special events as requested.

The hours of service for the SP designated by the Department are based upon the relevant local factors affecting traffic congestion such as commuting hours, special events and maybe adjusted as conditions change. The Department will notify the Contractor two week before making permeant daily or weekly changes to the schedule. Yearly Holiday and Special Events will be scheduled Quarterly.

The Contractor may be required to patrol for non-scheduled special events with 24 hours of notice. VEHICLE shifts may be temporarily changed or extended (such as being called out earlier for special events) at the contract hourly rate. SP may also be called out on the weekends at the contract hourly rate. These changes in the normal work shift must and can only be made and authorized by a representative of the Department.

The SP **will not** normally operate on the following holidays:

- NEW YEARS DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

G. SP VEHICLE AND ACCESSORY REQUIREMENTS

1. The Contractor will retrofit and accessorize the VEHICLE, at his cost, to conform to all the vehicle and equipment specifications contained in **Part III, VEHICLE SPECIFICATIONS**.

Prior to commencement of service, the Department will inspect the vehicle designated for the SP to ensure that the VEHICLE can meet vehicle requirements set forth in this Contract. Succeeding inspections will occur periodically as mandated by the Department. Any unsafe or poorly maintained vehicle conditions will be repaired by the Contractor within 48 hours.

The Contractor will be deemed out of service whenever the VEHICLE is unable, unsafe or unsuitable to perform the SP scheduled hours. The Contractor may ask for approval to utilize an alternate vehicle if the VEHICLE requires major repairs.

The VEHICLE must have a current Maine Vehicle Registration and must meet Maine Vehicle Insurance Requirements.

2. VEHICLE Equipment

The VEHICLE will be equipped at the Contractor's expense (unless otherwise noted) as per **Part III, VEHICLE SPECIFICATIONS**.

3. Pre-Operation Inspection

The OPERATOR will be required to complete a pre-operation inspection of the vehicle as well as inventory all the VEHICLE equipment called for in **Part III, VEHICLE SPECIFICATIONS**, prior to the start of each shift. An inspection/inventory sheet will be completed prior to the start of each shift. The preparation and printing of the inspection inventory sheet is the responsibility of the Contractor. These will be kept on file by the Contractor and will be made available to the Department upon demand. Any item missing must be replaced before the start of the shift. The Department reserves the right to be present at any and all pre-operation inspections and to prohibit the commencement of any patrol if the equipment in the VEHICLE is not in conformance with **Part III, VEHICLE SPECIFICATIONS**. Should this occur and the correction cannot be made before the patrol is scheduled to begin, then the VEHICLE will be placed out of service.

4. Vehicle Identification and Markings

Each VEHICLE will contain the following identification on each side:

- A vehicle identification number
- The Department symbol
- The name "Safety Patrol" or similar type of name.
- Sponsorship identifiers, if applicable.

It is the responsibility of the Contractor to insure the proper preparation and application of the SPONSOR logo onto the VEHICLE, except as set forth below or by Federal Regulation, company names, logos, advertising or other markings are prohibited. The Contractor will be required to keep the vehicle clean and in good appearance.

5. Fuel

The Contractor will supply, at his cost, all items required for the operation of the VEHICLE including but not limited to fuel, oil, antifreeze, lubricants etc. The Contractor will also supply to any motorists who have run out of fuel a minimum of one (1) and a maximum of two (2) gallons of gasoline or diesel fuel at no cost to either the motorist or the Department.

H. EMPLOYEES (OPERATOR) REQUIREMENTS

1. General

The Contractor is responsible for ensuring all OPERATORS have a safe driving record. All OPERATORS shall be 21 years of age or older. Potential OPERATORS will be subject to driving record and criminal background checks by the Department. Potential OPERATORS shall be sufficiently experienced in the tasks to provide safe and proper service and must be capable of demonstrating their operating abilities prior to beginning their first day of work and at any point throughout the life of the contract. Additionally, the OPERATORS will be expected to exercise reasonable judgment in carrying out their duties.

No firearms or weapons will be allowed on the OPERATOR or in the VEHICLE.

2. License Required

All OPERATORS must have a current Maine Driver's license.

3. Special Training and Knowledge

The Contractor, at their cost, will ensure the OPERATORS complete a special Safety Patrol Training Program created and taught by the Contractor or a training organization. The Contractor shall include education on the details of the Safety Patrol Program, minor vehicle repair, customer service, roadside service safety, and first aid.

No person will be allowed to begin patrolling as an OPERATOR without attending this mandatory training class. At the end of each 12-month period from the notice to begin the Safety Patrol, the Contractor will prepare and conduct, at its own cost, a refresher training course (during non-patrolling hours) for the OPERATORS. A Contractor utilizing an OPERATOR who has not completed the mandatory training class and the refresher course may, following an investigation of the circumstances, have its contract terminated. The OPERATORS may be required to attend training sessions twice per year at the Department's discretion.

All vehicles must come equipped with the FHA Report No. FHWA-HOP-10-014, *Field Operators Guide for Safety/ Patrols*. All OPERATORS are required to become familiar with this manual prior to beginning patrolling.

This training program and refresher course requires approval by the Department prior to implementation and must insure that the OPERATOR be fully knowledgeable in the following areas:

- a) Customer Service
- b) Minor vehicle repair
- c) SP Contract requirements and limitations
- d) The Department Pocket Guide - Temporary Traffic Control Work Zone
- e) Emergency Warning Lights
- f) American Red Cross (or equivalent) First Aid and CPR
- g) Review of Routes and Geographic area
- h) Incident Management Concept Courses ICS 100 and ICS 700
- i) Hazardous Materials, fires extinguisher and Blood Borne Pathogens
- j) Fire eradication

4. Uniform and Other OPERATORS Equipment

It shall be the responsibility of the Contractor to provide all the OPERATORS with at least two uniforms that will be kept clean and will be immediately replaced if they become torn or stained. The uniform will consist of a collared long or short sleeved shirt and long pants or trousers. The uniform or a class 3 vest over the shirt shall meet the most current ANSI reflective standards on the front and back. The final uniform must be approved by the Department. This uniform will only be worn while patrolling the assigned areas or while traveling to and from the assigned area. The Contractor will also supply OPERATORS with protective shoes or boots, jackets, rain gear and hard hats, all of which shall meet both OSHA safety standards and ANSI reflective standards. The Department may direct Contractor will, if and when directed by the Department, coordinate with the Department to add such logos or other identifying markings to the uniforms at the expense of the Contractor.

The Contractor will also supply the OPERATORS with a photo identification card which contains only their name and current photo and no reference to any private tow company. This card will be prominently displayed on their uniform.

5. Driving and/or working under the influence of Drugs or Alcohol

Any use of alcohol or illegal drugs is grounds for immediate removal of the OPERATOR from working under the Contract. Continued violation by different OPERATORS is grounds for immediate cancellation of the Contract.

6. OPERATOR Behavior

It is anticipated and expected that all OPERATORS will be considered as representatives of the Department and their appearance and behavior in front of the

general public will be impeccable. Violations of proper behavior and etiquette will not be tolerated. Such violations are listed as follows:

- Poor grooming, poor personal hygiene
- Dirty, torn or worn uniforms
- Sleeping during working hours
- Unsafe acts or violations of traffic laws
- Leaving motorists in unsafe areas, such as in a median or alone on a narrow shoulder without another tow truck or police vehicle present.
- Foul language or inappropriate hand gestures
- Yelling or being rude
- Falsifying information orally or in written form
- Damaging a motorist's vehicle due to a careless act
- Insubordination
- Demeaning the Department or the Safety Patrol Program
- Arriving to patrol area later or leaving patrol area early
- Failure to utilize or wear proper safety gear

Although each case will be weighed on its own merits, violation of ANY of the above items by the OPERATOR will be dealt with as follows:

- First Offense: Written reprimand
- Second Offense: 1 Week suspension from working under the Contract
- Third Offense: 1 Month suspension from working under the Contract
- Fourth Offense: Removal from working under the Contract

Multiple and continual violations by more than one OPERATOR may result in more severe actions up to and including Contract termination.

These violations are not intended to be an exhaustive list. The Department reserves the right to characterize any unsatisfactory action as a violation and subject to the above actions.

PART III - VEHICLE SPECIFICATIONS

Contractor will supply, at his cost, a vehicle, components, equipment, supplies and tools capable of handling all the requirements as set forth in this contract. The VEHICLE design should start with the type of vehicle to be deployed and progress to the equipment that will be installed on

the vehicle as well as carried in the vehicle. The factors to consider for the patrol vehicle to meet the Purpose, Scope and requirements set forth in the Contract should include:

1. Vehicle Design Considerations:

- a) Crew cab with four doors: Transport stranded motorists to a safe location, or the ability to keep some equipment properly stowed in the rear of the cab.
- b) Body style: The goal is to house all the VEHICLE support equipment in an organized and secured manner so it does not become a hazard or projectile during a crash. The vehicle body style may include a basic utility style body with compartment doors on the side, a covered or customized utility body, a van, a pickup truck with or without a cap, or a tow truck style body.
- c) Four Wheel Drive: Ability to safely drive in all weather conditions and drive off-road to maneuver on side slopes or through mud and debris.
- d) Engine and drivetrain: Capacity to haul the combined weight of the vehicle including all the equipment installed on the vehicle as well as tools and equipment the vehicle will be required to carry.

2. Vehicle Components

- a) Push Bumper or towing strategy: Move a disabled or damaged vehicle, weighing up to 10,000 pounds, off the travel way onto the shoulder.
- b) Reflective tape or decals on all four sides of the vehicles: reflective chevrons on the rear of the vehicle designed to National Fire Protection Association (NFPA) standard and emergency lighting should be included on all service patrol vehicles.
- c) Lights/Light Bar: Visually warn other vehicles of the VEHICLE presence. They may range from rotating lights to light-emitting diodes (LED) or strobes. The VEHICLE will be clearly marked with sufficient emergency lighting to warn approaching motorists and provide protect protection while assisting a motorist.
- d) Truck-mounted arrow board: The Arrow Board utilized on the VEHICLE will be in accordance with the Manual of Uniform Traffic Control Devices MUTCD, Section 6F.61. It will be a Type B Arrow Board, with a minimum size of 60" x 30", ¾ mile minimum legibility distance, appropriate for orations on high-speed roadways and will meet all display specifications in Figure 6F-6 of Section 6F-61, of the MUTCD. The arrow board shall be connected to a control box mounted in the cab within reach of the driver.
- e) Spot Lights: Ensure visibility of the incident scene. The spot lights can be installed in a variety of positions, including in front of the driver and passenger doors, on the roof, or on a tripod after being detached from the vehicle for mobile scene lighting. The detachable lighting can be powered by a generator or portable battery pack.
- f) Forward and backwards Camera: Ability to monitor event and traffic conditions in both directions. These videos will provide visual assistance to the TMC when warranted.
- g) Backup Alarm: Audibly notify surrounding responder/citizens when the vehicle is put in reverse. The alarm shall warn responders near the rear of the VEHICLE that it is backing up and to be aware.
- h) Plug-In Jumper Cable or Booster Box: Safely and conveniently jump start batteries of stranded vehicles.

- i) Grab handles and exit steps shall be furnished to provide “optimum safety” for field personnel. Non-skid tape is unacceptable.

3. Vehicle Equipment

- a) Fire Extinguishers: One rechargeable fire extinguisher shall be vehicle mounted and one shall be mounted in the cab for easy and quick access
- b) First-aid kit shall be mounted in the utility body.
- c) Siren/Air Horn: Audibly warn other roadway users of the VEHICLE’s presence. The alarm will provide a method of gaining roadway users’ attention while it navigates to an incident scene, at the scene and conducting traffic control operations, or when working near or directing traffic.
- d) Global Positioning System: Share location of the vehicle with the TMC by Global Positioning System (GPS) or Automatic Vehicle Location (AVL) technology.
- e) Radios: The Department will provide a two-way radio for the Contractor to install. A portable radio that the OPERATOR can carry outside of the vehicle is also useful.
- f) Hands Free Cellular: Communicate between the OPERATOR and the SP dispatchers or TMC operators while operating the SP. A Hands Free Cellular device will facilitate safer vehicle operation by allowing the OPERATOR to use both hands to operate the vehicle while communicating via cellular communications devices.
- g) Mobile Device: Provide Mobile Device allowing the OPERATOR the ability to enter information using a keyboard into the system which is connected wirelessly to the TMC or SP dispatch system. Information can be provided to the OPERATOR on the device in graphical, textual or image formats providing more data at the scene for the OPERATOR to use in response activities.
- h) Air Compressor: Inflate low pressure tires or spare tires for motorists. The compressors may also be used to power tools such as impact wrenches. There are many types of air compressors with differing mounting configurations to suit the needs of the service patrol. Some of the compressors such as the gas-powered versions, need to be mounted on the outside of the vehicle, but there are also electric versions which can be mounted under the hood or inside of one of the compartments of the vehicle.

Optional equipment that may assist in efficiently and effectively meeting the mission and general duties:

- i) *Winches optional: Remove wrecked/disabled vehicles and large debris from the roadway, where the circumstances do not allow for the use of a push bumper. An example of this application would be when the wheels of a wrecked vehicle are immobile due to the collision.*
- j) *Generator Optional: Provide electrical power to the scene of an incident including powering removable scene lighting or other pieces of equipment. Many types and styles of generators can be deployed on an SP vehicle. The generators must be mounted in a well-ventilated compartment of the vehicle or remain portable, enabling them to be used in areas that the patrol vehicle may not be able to access.*

4. Vehicle Supplies/Tools:

- a) Temporary Traffic Control Devices: 28 inch cones and highway flares.
- b) Hazardous Material Containment to contain small quantity spills with spill containment and absorbent materials, and other tools that may be needed for support at an incident scene.
- c) Personal Protective Equipment (PPE): All PPE must meet the MUTCD and OSHA standards, including class 3 safety vests, class 3 pants, hard hats, safety glasses, work gloves, latex gloves, hand sanitizer, and first aid kits
- d) Other Tools and Accessories include:
 - Stop/Slow Paddle Basic
 - Lug Wrenches (standard and metric) Basic
 - Tire Repair Kits (If used provide instruction) Basic
 - Tire Pressure Gauge Basic
 - Small Hand Tools (screw drivers, wrenches, hammer, wire cutters, etc.) Essential
 - Electrical/Duct tape Basic
 - Jumper cables Basic
 - Water for Overheated Vehicles Basic
 - Gasoline Basic
 - Diesel Basic
 - Drinking Water and Cups Essential
 - First Aid Kit (Commensurate with Training Level) Essential
 - Blood Borne Pathogens Kit Optional
 - Extra Safety Vests Basic
 - Chains/J Hooks/Tow Straps/Rope Basic
 - Pry Bar Basic
 - Brooms Basic
 - Shovels Basic
 - Trash Bags Basic
 - Bucket for Debris Cleanup Basic
 - Flashlight or Headlamp
 - Hand Cleaner/Sanitizer and Rags/Paper Towels Basic
 - Gloves

Optional tools that may assist in efficiently and effectively meeting the mission and general duties:

- *Battery Powered Tools Optional*
- *Reference Manuals Basic*
- *Light Sticks (carried by some agencies but require certain storage requirements) Optional*

- *Advance Warning Signs*
- *Floor Jack Optional*
- *Air Tank Optional*
- *Bailing Wire Optional*
- *Lockout Kits (Check agency policies and if allowed provide training on usage) Optional*
- *Jump Start Box Optional Cardiopulmonary Resuscitation (CPR) Kit Optional*
- *Bolt Cutters Optional*
- *Leaf Blowers (Gas powered) Optional*
- *Cut-Off Saw (Proper safety equipment, training and, certification if required) Optional*
- *Chain Saw (Proper safety equipment, training and, certification if required) Optional*
- *HAZMAT Plug and Dyke Kit (Training Item) Optional*
- *Diesel Off-Load Pump (Training Item) Optional*
- *HAZMAT Spill Pool (Training Item) Optional*

5. Vehicle Requirements:

The following shall indicate the **MINIMUM** requirements including all parts, accessories, equipment and safety features consider standard, whether mentioned herein or not.

- a. **Standards, Codes Rules and Regulations** - Each unit shall comply with all current applicable Federal Motor Vehicle Safety Standards, Federal and Maine Exhaust Emission and Noise Standards and Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) requirements, with appropriate decals stating compliance.
 - The equipment shall be manufactured as per good engineering practice. Standard manufacturing practices and tolerances shall be in accordance with the latest codes, Federal and State standards and practices.
 - Unit shall bear the latest applicable Maine Official Inspection Sticker as required for permanent license plates by Maine State Inspection Laws.
- b. **Scope of Supply** - All design, workmanship, techniques and materials shall in every respect be in accordance with the most current accepted practice in the industry.
 - All equipment, materials, parts and components shall be properly functioning and satisfy this specification.
 - Each unit shall be free of dealer signs and/or emblems.

- Unless otherwise specified, the VEHICLE shall include all specified accessories, parts, equipment, and options which are listed in the Manufacturer's specifications as standard or optional equipment for the indicated model, and which have been factory installed and immediately operative. Parts alliance equipment components specified and need to be provided which are not available through the equipment provided by the manufacturer shall conform to the best quality standard known to that industry, both product and installation, and shall be immediately operative. Units provided in a condition considered to be below customer acceptance level will not be accepted. Items which determine this acceptance level shall include, but not limited to, the general appearance of the interior and exterior of the cab and body for completeness and quality workmanship, lubrication and fluid levels with leaks corrected, mechanical operation of the unit and all systems and electrical components operation. The above items are pre-delivery items.
 - The VEHICLE shall be clean, lubricated, serviced, assembled, adjusted and ready for "Immediate Operation".
 - The VEHICLE shall include completely filled tanks for all fluids including fuel, and hydraulic fluid.
 - Safety features and items available for the proposed VEHICLE shall be furnished and installed whether mentioned herein or not to reasonably protect the user, Public, and Vendor from needless liability exposure.
- c. **Performance** - The units provided shall have been engineered and designed to produce practical and efficient servicing.
- This specification, including all specified components to be retrofitted on existing units, and their Installation, shall be reviewed and approved by the successful "Manufacturer's Engineering Department," that would perform the retrofit.
 - The power package required must be compatible with respect to the engine, transmission, axles, hydraulic system, and power steering to meet the requirements specified herein.
 - Each unit shall be protected from -25 to -40 degrees F with a 50-50 mix of permanent type ethylene glycol anti-freeze. Low silicate type anti-freeze for diesel engines only.
 - The ratio of the rear axle and transmission shall be geared to maintain a road speed of approximately 60 mph operating at maximum G.V.W.R without exceeding recommended engine rpm value.
 - The vehicle shall have a grade-ability of 35% when loaded to maximum G.V.W.R without exceeding the engine manufacture's recommended maximum rpm based on a maximum net torque.
- d. **Documentation** - The VEHICLE shall include the proper notarized form(s) to apply for Maine title and license. "Certificate of origin" statement is required for all existing SPs. A "vehicle history report" may also be required for existing trucks being retrofitted. The materials required in this contract are subject to reproduction for the Department's internal use only. By signature on this bid proposal, the

Contractor authorizes the Department to reproduce any material including printed materials and training aids, submitted in fulfillment of this contract.

- e. **Inspection** - All designs, workmanship, materials and procedures shall be, at all times and places, subject to the inspection by the Department personnel. Should any item fail to meet these specifications, the item shall be made to comply with the contract by replacing or correcting the said item at the Contractor's expense.
- f. **Warranty Requirements** - In the event that a breakdown occurs, the CONTRACTOR shall make the complete repair at no cost to the Department throughout the length of the Contract.
- g. **Delivery** - A detailed delivery schedule of all outfitted trucks shall be provided after award to inform the Department on the delivery. Delivery time must be specified and such phrases as "as required" "as soon as possible" or "prompt" have no meaning and maybe the cause for rejecting the bid.

PART IV - ADVERTISING GUIDELINE

Contractor may seek third-party organizations (SPONSOR) to contribute monies to lower the hourly unit price. The SPONSORS may have their logo, company identification, or other means of advertising placed on the VEHICLE and other written material where the SP is featured.

The Contractor shall identify SPONSORS in their proposal. The successful Bidder will be required to develop and submit a Sponsorship Plan for the Department's approval. The approved Sponsorship Plan will be included in the signed contract between the Contractor and the Department. Changes to the Sponsorship Plan after signing the Contract will require a revised Contract. The Department will have final approval of any and all SPONSORS.

1. Advertising can be officially included in or on the following:

- a) VEHICLE - Blinking lights, revolving messages or signs that may distract the motorist or OPERATOR will not be allowed on VEHICLES.
- b) Highway signage can be posted in the Freeport Rest Area and the tourist information center advising motorists of SP sponsorship in accordance with official highway signage rules and regulations and Maine state law.
- c) Reference to the Safety Patrol program on the Department web site.
- d) All written material where the SP is featured.
- e) All press/media releases issued by the Department involving the SP.
- f) Customer Satisfaction Feedback postcards can note the sponsorship.

2. The Contractor and SPONSOR are responsible for the creation, production, installation and maintenance of all advertising on the VEHICLE. **The advertisement will not be allowed on the passenger and driver's side door.** This area is reserved for the Department logo.
3. Advertising text shall consist solely of the SPONSOR's name and a description of the SPONSOR's business, which may include a motto regularly used to promote SPONSOR's business, but will in no event express an opinion of any kind beyond promotion of the SPONSOR's business or contain any language designed to do anything other than describe the services provided by the SPONSOR, including but not limited to any language intended to or tending to promote any particular religion, political viewpoint, lifestyle or ideology. Images in the advertising shall be limited to the SPONSORS's logo or trademark and inoffensive images that in the Department's sole judgment are suitable to be viewed by children and adults travelling the interstate.

Under no circumstance will obscene or sexually suggestive wording or imagery be allowed on any advertising.

4. The Contractor will work cooperatively with the Department regarding all necessary markings and placement of advertising. Advertising will not be allowed that would, in the Department's judgment, impair the functioning of safety lighting, devices or markings.

PART V - CONTRACT TIME

This contract is for 2 years and commences when contract is signed by the Department. Please note that the dates below are estimated and may be adjusted, as necessary, to comply with all procedural requirements associated with this Contract and the contracting process. The actual contract start date will be established by an executed Contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewals under all terms and conditions of original contract, the first renewal for two years and the second renewal for one year renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

For each additional renewal period of the Contract, beyond the initial Contract period, a 2% escalation factor shall also be added to bid prices.

The term of the anticipated contract, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	(11/01/2018)	(11/01/2020)
Renewal Period #1	(11/01/2020)	(11/01/2022)
Renewal Period #2	(11/01/2022)	(11/01/2023)

PART VI - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Method of Measurement

The SP will be paid on an hourly basis for services rendered by the SP during the normal hours of operation. The hourly rate shall be full compensation for VEHICLE and OPERATOR at the compensatory rate as set forth in the Contract. This hourly rate shall be only for those hours when the VEHICLES are actually on patrol as called for in **Part II, Section A, B, and F**, of this Contract. No hourly rates will be paid for in such situation as:

- When the VEHICLE is not on actual patrol.
- Removal of the VEHICLE from the Interstate for longer than 15 minutes as permitted under **Part II, Section A, GENERAL SCOPE** of these specifications.
- Operator travel time as per **Part II, Section F, HOURS OF OPERATION** of Operations of these specifications.
- VEHICLE Maintenance as per **Part II, Section G, SP VEHICLE AND ACCESORY REQUIREMENTS** of these specifications.

Additional hours of patrol, when required by the Department, as specified in **Part II, Section F, HOURS OF OPERATION** shall be paid at the contract hourly rate and paid in quarter hour increments.

Disabled vehicles discovered on the Interstate with the operator present, just at the end of a shift period or discovered by the OPERATOR while returning to the Contractor's location, will be handled in a normal response manner even if this means staying out beyond the normal end of the shift period. The OPERATOR must not drive past a disabled vehicle when the operator is present. The OPERATOR will immediately contact the TMC. The Contractor will be reimbursed for this overtime at a straight time rate paid in quarter hour increments. The OPERATORS daily log, incident information form and motorists post card evaluation, will be used to document this overtime work.

Disabled vehicles discovered on the Interstate without the operator present Contractor location will be immediately reported to the TMC. If the disabled vehicle poses no hazard, then no further action by the OPERATOR is necessary. If the TMC or Police instruct the OPERATOR to stay with the disabled vehicle, the Contractor will then be reimbursed for any overtime in the same manner as if the vehicle had been discovered with the operator present.

Invoicing

Accepted quantities will be paid for at unit price per hour in quarter hour increments which shall include full compensation for the SP (VEHICLE and OPERATOR) and any training, equipment, labor, materials, supplies and incidentals required as specified in the Contract. Mobilization and reports will not be paid for separately and shall be considered incidental to the per hour rate.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoice should include quantity of hours and Operator's name, dates of service, and a copy of the Motorist and mileage log sheets for the billing period.

The Contractor shall submit an invoice and supporting documentation for work performed during the previous two weeks to the TMC. Once the TMC confirms acceptance of services, the Contractor shall invoice the Department for authorized work performed. Invoices need to be broken down and in accordance with Contract Terms and Conditions. Payments to the Contractor may be withheld if required log sheets are not submitted with the invoices. Payments may be withheld for failure to submit log sheets. Payment of the invoice will be remitted to the Contractor in accordance with the Contract Terms and Conditions.

Failure to Perform and Termination

Failure by the Contractor to operate the SP during the agreed upon operational hours will result in these actions listed in the Deficiency and Damages Table.

DEFICIENCY AND DAMAGES TABLE		
Non-Operation	The contractor SHALL NOTIFY THE Department immediately.	
Non-Operations exceeds 24 consecutive or non-consecutive hours during a 12-month period.	The contractor SHALL NOTIFY THE Department immediately. The Department will issue a written warning.	The Maine DOT shall reduce the Contractors payment at the rate of \$55 per lost hour that exceeds 24 hours.
1st and 2nd Non-Operation that exceed three consecutive days	The Department may give written Notice of Default to the Contractor and terminate the Contract by written Notice of Termination.	The Contractor may within 10 days of receipt of written notice compensate the Department for such non-operation at the rate of \$55 per lost hour.
3rd Non-Operation that exceeds three consecutive days	The Department may (A) give written Notice of Default to the Contractor and terminate the Contract by written Notice of Termination or (B) take prosecution of the Work away from the Contractor without violating the Contract.	The Department may, at its option, allow the Contractor an opportunity to cure the subsequent violation(s) by compensation to the Department for such non-operation at the rate of \$55 per lost hour.
Non-Operation for more than 72 consecutive or non-consecutive hours during a 12-month period	The Department may immediately terminate this Agreement with written notice without an opportunity for the Contractor to cure or may, at its option, allow the Contractor to cure by compensation of the Department.	The Department may, at its option, allow the Contractor an opportunity to cure the subsequent violation(s) by compensation to the Department for such non-operation at the rate of \$55 per lost hour.

PART VII - PROPOSAL SUBMISSION REQUIREMENTS

1. General Information

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this Contract and shall provide information in the proposal that will permit an objective evaluation thereof. The Department reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in Section 2 Proposal Content below.

- a. Proposal Format for narrative Section I through Section IV should be typed or printed on 8.5" x 11" paper with a maximum of 11 pages.
- b. Schedule of Items is to be used for bid price submittal. No variations or alterations are to be made to this sheet.
- c. Bidders name should appear on all attachments submitted.
- d. Bidders are asked to respond to each Section below. Number each response of the Proposal to correspond to the relevant section.

2. Proposal Content

At a minimum, your Proposal package should include all items listed in the Bidding Instructions along with the following:

Section I – Bidder's Qualifications and Experience (25 Points)

The Bidders are required to submit evidence of compliance with Contractor Requirements set forth in this Contract.

Provide Bidder's history and experience of work related specifically to the Scope of Work in this RFP. Written documentation setting forth the experience of the Bidder and SPONSORS who will be performing the Work specified in the contract documents, including a description of similar contracts completed in the last five years that highlight the Bidder's and SPONSORS related experience. Such information shall include:

- a. References:
 - Provide at least two (2) public agency references. References shall clearly state the time period of service, services rendered, quality of work, and conformance to contract requirements (if known). References must not be older than five (5) years old. Provide current contact information for each reference and identify the key personnel associated with the project. Section "A" may be duplicated to provide additional references.

b. Previous Work Experience:

- Provide a summary of previous experience providing similar goods and services or for the key personnel directly involved in the program. Qualifications will only be considered from Bidders that engage in the business of performing services similar to those described in this RFP. Bidders must be able to produce evidence that their key personnel have an established satisfactory record of performance for a minimum of five (5) years.

c. Key Personnel:

- Identify all key management personnel responsible for administering the drug and alcohol testing program, payroll services and staffing who will be assigned to perform work under this contract, their relevant knowledge, experience, qualifications and number of years performing work related specifically to the Scope of Work in this RFP.

d. Ability to Provide Required Assets and Qualified Drivers:

- Demonstrate ability to secure the assets required in the Scope of Work for patrolling. Evidence must be provided that the Bidder has sufficient financial support and organization to execute the service if awarded a contract. The term “organization” as used herein shall be construed to mean a well-established company in line with the best business practices in the industry.
- Demonstrate ability to provide replacement assets within two (2) days of any breakdown or other situation that would render VEHICLE out of service.
- Demonstrate ability to provide trained OPERATORS without a lapse in service.

e. Sponsorship Program (*if applicable*)

- Identify experience working with advertising agencies or sponsors and the ability to develop a SPONSORSHIP PROGRAM as described in the Contract

f. Promote a Positive Public Image of the Program:

- Statement of Contractor’s policy regarding Contractor employee conduct, asset maintenance, and appearance to promote a positive public image of the Program.

Section II – Project Understanding and Implementation Program (25 Points)

This section should describe the Bidder’s understanding of SP purpose and goal of this program as illustrated in the Scope of Work. The proposal should include a detailed accounting of how the firm will meet the business requirements and specifications as detailed in the Scope of Work.

- a. Clearly demonstrate an understanding and knowledge of the key components of the project as detailed in the Scope of Work.
- b. Demonstrate an understanding of the program objectives and goals including the availability and commitment of personnel assigned to the project, Bidder’s response times, and performance metrics.
- c. The Bidder shall provide an implementation of the project outlining all tasks necessary to transition into the new program.

Section III –Safety Protocols, Safety Record and Training Program (10 points)

Proposal should clearly demonstrate the Contractor’s Safety Program, Training Program and protocol for operators. In addition to the Safety Program, the Contractor’s Safety record must be provided.

- a. Proposal should include Contractor’s required safety training, on-scene protocol, and applicable compliance reviews.
- b. The Proposal should describe how the training program will be developed and implemented.
- c. Proposal shall include all the Bidder’s / key personal field incidents within the past five (5) years.
- d. If safety issues exist in the past, how were they addressed?

Section IV - Cost (30 Points)

Proposal cost/price shall be payment in full for satisfactory performance of Motorist Safety Patrol services as described in the specifications and as stated in Part VI – Method of Measurement and Basis of Payment Section of this contract.

All actions/services/equipment/vehicles that the Contractor must provide to satisfactorily administer, supervise, plan, prepare, repair, supply, operate, and perform SP as described in this Contract, shall be deemed included in the hourly rate of payment submitted by the bidder, and shall not be paid for separately. The Bidder must include the cost of all such items in the hourly pay unit figures it submits in response to this bid.

Proposal cost/price shall be firm through the entire term of the contract unless stated in the contract.

Section V – Maine Business and Economic Impact Consideration (10 Points)

The Maine Business and Economic Impact Consideration for this Bid will be scored based on the information provided by Bidders in the Maine Business and Economic Impact Consideration and the point allocations.

Bidder shall indicate their Maine business and economic impact by completing the questions on the “Maine Business and Economic Impact” section. The Bidder shall not make variations or alterations when responding to these questions. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine.”

Section VI - Innovations and Value Added (up to 10 additional points)

The Department encourages bidders to include innovations or creative solutions that support the objectives of the program. An innovative firm will be most competitive. In this section, provide example(s) of innovations that your firm has successfully implemented in a program of similar scope, as well as innovative solutions that you recommend implementing to improve the SP. Proposal includes:

- a. Innovative solutions and creative ideas to address challenges or opportunities to improve the patrol program such as recording and updating performance data electronically, in a format transferrable to the Department in real-time.
- a. Proposal highlights experiences, knowledge, management capabilities and other internal strengths that uniquely position your firm to implement proposed ideas.
- b. Innovative and Value Added proposals are included in the Bid Price.

PART VIII – PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD

1. The scores will be based on a 100-point scale, with up to an addition 10 points for innovation. The Evaluation Committee will review each Proposal and score on the basis of the following weighted criteria:

Section	Criteria	Weight
I	Bidder's Qualifications & Experience	25%
II	Project Understanding and Implementation Program	25%
III	Safety Record and Safety Protocols	10%
IV	Costs (Schedule of Items)	30%
V	Maine Business & Economic Impact Consideration	10%
VI	Innovations & Value added (up to 10 additional points)	Extra Points

2. The Evaluation Committee will be composed of at least 3 reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. 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. The Department reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.

3. The Evaluation Committee will use a consensus approach to evaluate the Proposals. Members of the Evaluation Committee will not score the Proposals individually but instead will arrive at a consensus as to assignment of points on each category of each Proposal.
4. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP which regarding the consideration Maine business enterprise is considered as best-value for the State of Maine, all as determined by the Department may be offered the contract for SP. The Department reserves the right to reject any or all bids and may not award all the positions.
5. The Cost section will be scored as follows:
 - a. Scoring the Cost Proposal: The cost proposed in the Schedule of Items, Section 0001, for conducting all the functions specified in this RFP for two year will be assigned a score according to a mathematical formula. The lowest bid will be awarded 30 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$\frac{(\text{lowest submitted cost proposal divided by the cost of proposal being scored}) \times 30}{\text{= pro-rated score}}$$

6. Maine Business and Economic Impact will be scored using the total number of points the bidder receives from answering the information in the Schedule of Items, Section 0002.
7. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP as determined by the Department may be offered the contract. The Department reserves the right to reject any or all bids.
8. No Best and Final Offers: The Department 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.
9. Issuance of this RFP in no way constitutes a commitment by the Department 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.
10. The successful bidder will receive written notification of the award and the results will be posted on the Department's website.
11. Part V 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 become public record and is therefore available for public inspection upon request.

12. 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.
13. The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposals.

The Department will review the submissions and determine if the submitted evidence or information satisfies the Department's requirement that the bidder is qualified to properly carry out the terms of the Contract.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. The Bidder shall have 3 days to submit additions and clarifications in writing. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor requirements
- B. Insufficient experience
- C. Default(s) or termination(s) on past or current Contracts.

- D. Failure on past or current contracts to pay or settle all bills for labor, Materials or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- E. "Below Standard" performance as determined from Department's Contractor's Performance Rating process.
- F. Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MaineDOT requirements, or a pattern of unsupported Claims.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.
- H. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- I. Failure to provide information requested by the Department in a timely manner.
- J. Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- K. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- L. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- M. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- N. Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Proposal, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is "Not Qualified".

Default and Termination

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

1. Fails to provide labor, Equipment, Materials or Reports specified in the Contract, fails to perform Work when specified in the Contract. Deemed to be in violation of any federal, state or local statutes, laws or regulations.
2. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
3. Continues to perform Work after the Department directs that Work be stopped,
4. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
5. Terminated or ceases to operate in accordance with the Contract for a period exceeding three consecutive days. If the Safety Patrol fails to operate in accordance with this Agreement for a period exceeding three consecutive days the Contractor may, on the first two such occasion, cure said violation within 10 days of receipt of written notice by compensating the Department for such non-operation at the rate of \$55 per lost hour. If there is a third failure within the same 12-month period the Department may immediately terminate the Contract by written notice without an opportunity for Contractor to cure or may, at its option, allow the Contractor to cure the subsequent violation(s) by compensation of the Department
6. At any time, the Safety Patrol fails to operate during the agreed upon operational hours, and the Contractor fails to cure such violation within 10 days of receipt of written notice from the Department of such failure by compensating the Department for such non-operation at the rate of \$55 per lost hour that exceeds 24 consecutive or non-consecutive hours during a 12-month period. If the Safety Patrol fails to operate in accordance with this Agreement for more than 72 consecutive or non-consecutive hours during a 12-month period, the Department may immediately terminate this Agreement with written notice without an opportunity for Contractor to cure or may, at its option, allow the Contractor to cure by compensation of the Department for the excess hours as described above.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning.

3rd Incident: The Department may(A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable

and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

SPECIAL REVISIONS
ADDITIONS AND REVISION TO STANDARD SPECIFICATIONS

SPECIAL PROVISIONS SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

“MaineDOT” The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

101.2 Definitions ADD the following:

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

101.2 Definitions Apparent Low Bidder Delete the section in its entirety.

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

“Apparent Successful Bidder” The Bidder with the highest scored responsive Bid which regarding the consideration Maine business enterprise is considered as best-value for the State of Maine, all as determined by the Department. A responsive responsible Bidder, usually the Apparent Highest Scored Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Contract Completion Date Delete the entire section and replace with the following:

“The required completion date of all Work pursuant to the Contract, except warranty work. The Contract Completion Date is usually on the Contract form.”

101.2 Definitions Contract Execution Delete the entire section and replace with the following: