



APPENDIX A
REQUEST FOR PROPOSALS
for Electrical/Control Maintenance & Repair Services
for Electrical/Mechanical/Control Systems for
Casco Bay Bridge and other Moveable Bridges

The Maine Department of Transportation is accepting Proposals with the intent to award a contract for the purpose of providing Electrical/Control Maintenance and Repair for the Electrical/Mechanical/Control systems of the Casco Bay Bridge and other moveable bridges. A contract will be awarded for a five-year period and may be renewed for up to another five-year period, if mutually agreed upon by the Contractor and the Department.

Proposals will be accepted from bidders and a contract will be executed with the qualified bidder receiving the Evaluation Committee's highest score using the criteria set forth in this RFP.

I. SCOPE OF WORK & REQUIREMENTS

Background

The Maine Department of Transportation, owns and is responsible for the maintenance and upkeep of the Casco Bay Bridge and other moveable bridges. This contract is to provide maintenance and repairs to the electrical/mechanical/control systems on the bridges at the locations listed below. This Contract does not include work that falls under the Capital Investments in the Work Plan or separately advertised programmed projects.

The bridges and their locations which MaineDOT may designate to have electrical/control maintenance and repair for the electrical/mechanical/control systems work performed are as follows:

- Casco Bay Bridge, spanning the Fore River between Portland and South Portland
- Little Diamond Island, Portland, Casco Bay
- Great Diamond Island, Portland, Casco Bay
- Chebogue Island, Portland, Casco Bay
- Peaks Island, Portland, Casco Bay
- Long Island, Long Island, Casco Bay
- Barters Island Bridge, Boothbay Harbor
- Southport Bridge, Boothbay Harbor
- Gut Bridge, South Bristol
- Carlton Bridge, Bath, Kennebec River
- Rockland Ferry Terminal, Rockland, Penobscot Bay
- North Haven Ferry Terminal, North Haven Island, Penobscot Bay
- Vinalhaven Ferry Terminal, Vinalhaven Island, Penobscot Bay
- Lincolntown Ferry Terminal, Lincolntown, Penobscot Bay
- Islesboro Ferry Terminal, Islesboro Island, Penobscot Bay
- Songo Locks, Naples, Crooked River

Scope of Work

The Contractor shall assign one (1) full time Licensed Maine Master Electrician to respond and provide the services required in this contract. This one individual is considered the primary responder and shall perform most work under this contract. The Contractor shall have, at a minimum, two (2) Licensed Maine Electricians available to fill in for the Master Electrician when there are multiple emergencies or the assigned electrician is sick, on vacation or otherwise unable to perform work. The backup electricians shall meet the same qualifications as those listed below for the Master Electrician. All electricians shall be direct employees of the Contractor. If more than one person is required to perform any task, additional personnel shall be approved by the Contract Administrator or their designated representative, prior to mobilizing. Unless agreed upon otherwise, the Master Electrician will be assigned work based on 40 hours a week, for weeks not containing a scheduled holiday or a state shut down day.

Operational Requirements

The Licensed Maine Master Electrician assigned to this contract shall respond to emergencies at the Casco Bay Bridge within 1.5 hours after notified, 24 hours a day, 365 days a year. Responses to emergencies at other locations shall be within 2 hours after notified.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order. PLC (Personal Logic Computer) programming and troubleshooting for control systems, with the ability to reprogram and upgrade related equipment as needed. The computer will be provided by the Department.

Contractor shall provide a reliable vehicle (Service Truck) assigned to provide transportation to and from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response. Vehicle shall carry all tools, supplies, and equipment needed for job duties.

Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

Contractor shall provide all power tools and necessary equipment needed to perform required duties.

Contractor shall provide cell phone, and if necessary a pager, that enables the electrician and the backup electrician to be contacted at all times.

On behalf of MDOT, the Contractor may procure all materials necessary for the proper accomplishment of the work upon prior approval by the Contract Administrator, unless otherwise directed. All materials shall meet applicable industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT.

As Work arises, the Department will notify Contractor of the Assignment, the nature of the Work, and any time constraints. Work will be performed as agreed upon for each assignment. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department. The Contractor shall notify Contract Administrator, prior to working at any facility.

All work and materials may be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to (1) all persons who may be affected by the Work and (2) all the Work and materials and equipment to be incorporated therein. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Provider, and/or any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the acts or omissions of the Department or its Contractors, Consultants or Vendors). The Department is committed to providing safe conditions for employees, contractors, vendors, and visitors at the Department's facilities and on the work sites. Strict adherence to State and Federal OSHA and EPA Regulations and the Department's Safety policies will be required.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Department, is unreliable, intemperate, disorderly, takes unapproved leave, does not come in and/or does not respond to callouts, performs unacceptable work, or is otherwise unsatisfactory, shall be removed immediately by the Contractor or Subcontractor employing such person, when directed to do so by the Department. All persons employed by or through the Contractor shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person, Department equipment or the Work without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above the Department may suspend the Work by written notice until such orders are complied with.

Allowable Work Times Unless otherwise directed by the Contract Administrator or their designated representative, the Contractor shall perform work only during the following times: Monday through Friday, 7:00 AM through 4:00 PM except they may not work on holidays as defined in Appendix B.

Minimum Electrician Knowledge, Experience and Requirements:

All Work shall be performed by the Licensed Maine Master Electrician, or a designated licensed fill in electrician, able to perform highly skilled maintenance and repairs to the electrical/mechanical/control systems to the bridges.

Master Electrician shall possess the following:

- Class B CDL Operators License issued by the State of Maine.
- A cell phone and if necessary, a pager, with the ability to be contacted at all times.
- Working knowledge of heavy movable bridges.
- 5+ years of experience in an industrial environment.
- Complete knowledge of PLC (Personal Logic Computer) programming and troubleshooting, with the ability to reprogram and upgrade related equipment as needed.
- Advanced computer skills with knowledge of Visual basic programming language.
- Knowledge of Networking Systems.
- Knowledge of Hydraulic Systems.
- Knowledge of Pneumatic Systems.
- Knowledge of Mechanical Systems and how they interact with the above Systems, PLC's, and Computers.
- Knowledge of CCTV Video Systems.
- Possess intermediate CADD drafting skills.
- Knowledge of US Coast Guard regulations as they pertain to movable bridges over navigable waters.
- Ability and confidence to purchase equipment and supplies <\$2,500.00 as needed to maintain operations. With written Maine DOT approval for equipment and supplies > \$2,500.00.
- Ability to efficiently compile a list of needed spare parts required to keep movable bridges operating at peak efficiency.
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation.
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
- Ability to develop, implement, and maintain an effective and efficient Preventative Maintenance Program.
- Ability to work effectively with minimum supervision.
- Ability and willingness to adhere to a comprehensive Lockout/Tagout policy.
- Knowledge of all Electrical Codes and OSHA requirements as they relate to Movable Bridges.
- Received 30 hour OSHA Training in Workplace Safety.
- The ability to read, interpret and construct a project from plans and specifications.
- Tools and necessary equipment needed to perform required duties.

- Knowledge of all state and federal codes that pertain to the operation, OSHA Standards and regulations follow all MaineDOT safety policies which will be provided as they relate to movable bridges, building and grounds work.
- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.

II. **BASIS OF PAYMENT & METHOD OF MEASUREMENT**

Assigned work will be performed at the rates in the following “Schedule of Items”. Any item not contained in this “Schedule of Items” may be covered in the Assignment and by contract modification. Any extra work, not covered by an agreed price, which may be ordered, will be compensated on a “Force Account” basis as provided in the Standard Specifications, Revision of November 2014, and as addressed in the contract documents. The Contractor will receive the Actual Cost of Materials including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. MaineDOT will determine which materials will be supplied by the Contractor and which will be supplied by MaineDOT.

Hourly Work will be measured as straight time when the work is performed Monday through Friday from 7 AM to 4 PM, except holidays.

Hourly Work will be measured as overtime when the work hours occur on Saturday or extend after 4 PM or before 7 AM Monday through Friday.

Hourly Work will be measured as Sundays and Holiday when the work is performed on Sunday or a holiday as defined in Appendix B.

The Contractor will be paid for accepted hours, by the hour, for each hour work is performed at the contract unit price per hour. Overtime will be paid at the contract unit price per hour multiplied by 1.5. Sundays and Holidays will be paid at the contract unit price per hour multiplied by 2.

For the purpose of billing, during normal work hours, the Contractor will begin billing their time from the time they arrive on a specific job site until the Contractor has left the job site. All Travel time including traveling to and from the job site and picking up any parts and materials will be considered incidental.

When responding to Emergency calls, the Contractor will begin billing their time from the time they are contacted until the emergency is resolved. Hours spent assisting problems remotely, and hours spent traveling to the emergency location are billable hours. Travel time spent returning from an emergency call out after resolution will be considered incidental.

The total amount of hours will be rounded off to the nearest ¼ hour. The accepted quantity of hours shall be paid for at the respective contract unit price per hour which will be full compensation for labor, service truck, equipment, tools, and all incidentals necessary to perform the work.

Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The rate schedule will remain in effect until December 31, 2018. The rate schedule will be adjusted prior to the beginning of the next calendar year by adjusting each rate by the value of an inflator. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the previous year's straight time hourly rate.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Maine Department of Transportation Scarborough Office, for services monthly or at the completion of the assignment. Work Reports shall be attached to invoices. Invoices shall include the following minimum information:

- Contractor name & address
- Contract number
- Invoice date & number
- Dates and location of service
- Quantity of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Agreement. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services and incidentals used to perform all Work under the Agreement in a complete and acceptable manner, and for all risk, loss, damage or expense of any kind arising from the nature of the Work. No payments due the Provider will be adjusted for inflation. No interest shall be due and payable on any payment due the Provider. Invoices will need to be reviewed and approved by the contract Administrator before they are paid. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, inaccurate or incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for materials or labor,
- E. Regulatory non-compliance or enforcement,

- F. Defective Work,
- G. Damages for Non-conforming Work,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

III. **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 RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT 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 #3, Proposal Content, below.

2. Proposal Format

- a. Schedule of Items is to be used for bid price submittal. No variations or alterations are to be made to this sheet.
- b. Additional information requested in this Proposal should be typed or printed.
- c. Bidder's 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.

3. 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

- a. The Bidders are required to submit evidence of compliance with the Minimum Electrician Knowledge, Experience and Requirements set forth in this Contract.
- b. Provide Bidder's history and experience of work related specifically to the Scope of Work in this RFP. Provide written documentation setting forth the experience of the Bidder 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 subcontractors' related experience. Such information shall include:
 - The Company's history and experience of work related specifically to the Scope of Work in this contract,
 - the name of the owner for whom the work was performed,

- the name and telephone number of a contact person that may be contacted for a reference,
 - a description of the work performed by the Bidder, and
 - the total contract value and the value of work performed by the Bidder.
- c. Identify all key management personnel responsible for administration of invoicing and staffing, their relevant knowledge, experience, qualifications and number of years performing work related specifically to the Scope of Work in this RFP.
- d. Submit a copy of Bidder's safety records. Using the Bidder's OSHA 200 & 300 Log and statements provided by applicable insurance, the Bidder shall provide its workers' compensation Experience Modification Rate.

Section II – Costs

The Bidder shall complete and submit the Appendix A Schedule of Items, including the unit price bid for each item bid. No variations or alterations are to be made the Schedule of Items.

Section III –Maine Business

Using the criteria given on the Schedule of Items form, the Bidder shall indicate if they are a Maine Business or not by responding to the question found on the Schedule of Items form in Appendix A which reads "Are you a Maine Business as defined in this Request for Proposals?" No variations or alterations are to be made when responding to this question. 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."

IV. GENERAL INFORMATION

This Bid does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or sub-contracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all bids.

V. PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD

An Evaluation Committee will read and score each proposal. The Evaluation Committee will be composed of qualified 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.

MaineDOT 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.

The Evaluation Committee may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder. An Evaluation Committee member may schedule inspections with the Bidder.

The Evaluation Committee will use a consensus approach to evaluate the bids. 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.

Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Section	Criteria	Weight
I	Costs (Stated in Appendix A Schedule of Items)	25%
II	Meeting Contractor requirements and experience and knowledge requirements of key staff who will be assigned to perform Work under this contract	35%
III	Reference of previous customers that have had similar work performed by the individual who will be assigned to perform Work under this contract	40%

1. The cost proposed for conducting all the functions specified in this RFP for five years will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(lowest submitted cost proposal divided by the cost of proposal being scored) x 25
= pro-rated score

2. If the Bidder receiving the highest number of evaluation points for all criteria sections is a Maine business, as defined in this Request for Proposals, the contract award will be made to that Bidder.

If the Bidder receiving the highest number of evaluation points for all sections is a non-Maine business, the following will apply:

- a. The review team will determine if any Maine businesses are within a "competitive range". Competitive range is defined as a proposal having a total Section I, II and III score within 5 points of the top bidder's Section I, II and III score.
- b. If there are any Maine businesses that score within the competitive range, the total proposed costs for the Bidder receiving the highest number of evaluation

points and all Maine businesses in the competitive range will be compared. For comparison purposes, all Maine businesses will receive a 5% reduction to their total proposed cost. The contract award will be made to the lowest total proposed cost after the 5% reduction has been applied.

3. 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 provides the best value to the State of Maine. The term "Best Value" takes into consideration the qualities of the services to be supplied, their conformity with the specifications listed in the RFP, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three years will receive up to a 20% reduction in points.
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. The Department reserves the right to reject any or all bids.

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.

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.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

The Section I, II and III 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.

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.

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 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 three (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 the 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 MDOT 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".

VI. DEFAULT AND TERMINATION

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

- A. fails to provide labor, Equipment or Materials specified in the Contract,
- B. fails to remove an employee when directed by the Department,

- C. becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- D. fails to perform the Work in Substantial Conformity with any provision of the Contract.

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

1st Incident: If the Contractor does not take corrective action in a timely manner 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.

SCHEDULE OF ITEMS

Company Name: _____

In order for bids to be accepted, they shall meet the following criteria:

1. Bids shall be signed.
2. Prices shall be provided and legible.
3. Bids shall be delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
4. Bids shall not have made changes to the bidding language nor added conditions.

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.

Description	Hourly Rate
2018 Labor rate - straight time	\$

- Expenses, mileage, meals, phones, pagers, equipment and the service truck will not be paid for separately but will be considered incidental.*
- See the following page for the Computation of the Total Bid Amount.

For the purpose of this RFP, a Maine Business is one that currently meets each of the following criteria:

1. Physical location within the borders of Maine;
2. Employment of at least one Maine resident; and
3. Subject to State of Maine taxes such as:
 - a. Business Income or Corporate Income
 - b. Property
 - c. Employment – Unemployment, worker's compensation

Are you a Maine Business as defined above in this Request for Proposals? ☐ Yes ☐ No

(Print Respondent's Name and Title)

Signature

Date

COMPUTATION OF TOTAL BID AMOUNT*

Description	Estimated Quantity		Hourly Rate		Cost
Labor rate - straight time Monday through Friday 7 AM to 4 PM	2080 hours	x	Hourly rate bid	=	\$
Labor rate - time and a half Monday through Friday before 7AM or after 4 PM and Saturday	80 hours	x	Hourly rate bid x 1.5	=	\$
Labor rate - double time Sundays and Holidays	20 hours	x	Hourly rate bid x 2	=	\$
TOTAL BID AMOUNT FOR 2018	→	→	→	→	\$
TOTAL BID AMOUNT FOR 2019	Total 2018 x 1.02 =				\$
TOTAL BID AMOUNT FOR 2020	Total 2019 x 1.02 =				\$
TOTAL BID AMOUNT FOR 2021	Total 2020 x 1.02 =				\$
TOTAL BID AMOUNT FOR 2022	Total 2021 x 1.02 =				\$
TOTAL BID AMOUNT FOR 5 YEARS	→	→	→	→	\$

*See Appendix A, II Basis of Payment & Method of Measurement.

<i>(Print Respondent's Name and Title)</i>	<i>Signature</i>	<i>Date</i>

PROPOSAL WORKSHEET

Answer the following questions:

Item #	Question	Answer
1	Our company is experienced in repairing and maintaining Electrical/Mechanical/Control systems of moveable bridges	☐ Yes ☐ No
2	How many years has the company been repairing and maintaining Electrical/Mechanical/Control systems of moveable bridges	_____ Years
3	Key staff to be assigned have complete knowledge of PLC (Personal Logic Computer) programming and troubleshooting, with the ability to reprogram and upgrade related equipment as needed.	☐ Yes ☐ No
4	Key staff to be assigned have knowledge of CCTV Video Systems	☐ Yes ☐ No
5	Key staff to be assigned have knowledge of hydraulic, pneumatic and mechanical systems and understand how they interact with control systems, PLCs and computers	☐ Yes ☐ No
6	Key staff to be assigned have knowledge Visual Basic Programming	☐ Yes ☐ No
7	Key staff to be assigned have knowledge of applicable U.S. Coast Guard regulations, electrical codes, OSHA requirements, lockout/tagout policy and PPE.	☐ Yes ☐ No
8	How many Master Electricians, trained and experienced with Electrical/Mechanical/Control systems of moveable bridges & PLC programming will be available to perform Work under this contract?	_____

(Print Respondent's Name and Title)

Signature

Date