

February 15, 2018

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

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/lump sum price is unreadable.

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.

Bidders are required to bid all Items.

Maintenance and inspection work is to include labor, incidentals and travel to the Work locations.

SCHEDULE OF ITEMS				
Item #	Description	Estimated number of Services for 1 year	Price to perform (1) Service	Total Price to perform (1) service x (7) Services =
1	Perform annual inspection of one rescue boat.	(7) services per year	\$	1) \$
2	Perform annual inspection of one rescue boat davit and CAR hook	(7) services per year	\$	2) \$

Rockland
Rescue Boats and Davits
Inspection and Maintenance

February 15, 2018

Item #	Description	Estimated number of Services for 1 year	Price to perform (1) Service	Total Price to perform (1) service x (4) Services =
3	Fall wire replacement for one unit—including load test	(4) estimated services year	\$	3) \$
Parts allowance				4) \$5,000.00
TOTAL BID add 1,2,3 & 4 and put total dollar amount in 5				5) \$

Actual part charges will be billed at: Cost + _____% mark up and freight.

For this Bid, 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 in the Bid Documents? ☐ Yes ☐ No
--

(Print Respondent's Name and Title)

Signature

Do not make handwritten changes to the bid documents.

February 15, 2018

Contract Administrator: The Contract Administrator for this contract will be:

MSFS, Port Engineer Patrick Eutsler
Maine State Ferry Service
517A Main St, Rockland, ME 04841

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

Scope and Specifications of Work to be Performed

A. Each system has a Ned-Deck Marine SCH 12-3,5R davit system with a Ned-Deck Marine 4.40 rigid hull aluminum rescue boat equipped with a forty (40) horse power Evinrude two cycle outboard motor. The rescue boat/davit system is equipped with a CAR 35 Release Hook.

B. Contractor is to perform annual maintenance and testing of each system and include weight testing.

C. Wire fall replacement is to be performed during the first year of the contract for most vessels as it is on a 4 year schedule. Supply wire fall rope for each vessel along with any maintenance parts as required.

D. Maintenance and testing of the CAR hook will be in accordance with manufacturer's specifications and regulatory requirements

E. The vessels will generally be serviced during their shipyard periods and will take place in Rockland, Maine. If other than shipyard period situations are necessary and a different location, notice will be given before hand. The vessels are normally located between Bass Harbor, Maine and Rockland, Maine,

F. The bid price will include labor, incidentals to perform the Work, and travel from the bidder's base of operations to the vessel. Additional replacement parts will be billed at the bidders cost + markup and freight.

February 15, 2018

G. Requests for annual maintenance will be coordinated with the Contractor by the Contract Administrator.

Requirements

The Contractor must be an authorized Ned-Deck certified agent/dealer and have ready access to all Ned-Deck parts, material, and technical support as may be needed.

All work and testing will be accordance with Code of Federal Regulations Title 46 Subpart W. The vessels are not SOLAS or IMO classed.

Proof of insurance as stated in Appendix B will be required of the successful bidder.

Have knowledge of all codes, OSHA requirements and Department safety policies as they relate ferry vessels.

Knowledge of US Coast Guard regulations as they pertain to subchapter H & K ferry vessels.

Have and use properly, all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within 7 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

Upon receipt of the pre-award submittals, 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

February 15, 2018

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. 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.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor's duty to comply with the Contract documents. No review or comment by the Department, or any failure to review or comment, shall absolve the Contractor of its responsibility or to shift any responsibility to the Department.

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

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor 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 to pay or settle all bills for labor, Materials or services on past or current Contracts.
- E. Failure to comply with directives of the Department on past or current Contracts.
- F. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.

February 15, 2018

- 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 pursuant to this Special Provision.
- J. 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. Debarment or suspension 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.
- L. Other 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.

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 the Bid Documents?" The Bidder shall not make variations or alterations 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."

If the Apparent Low Bidder is a Maine business, as defined in the Bid Documents, the contract award will be made to that Bidder.

If the Apparent Low Bidder is a non-Maine business, the following will apply:

1. The review team will determine if any Maine businesses are within a "competitive range". Competitive range is defined as a bid within 5 percent of the lowest bidder's Bid.
2. If there are any Maine businesses within the competitive range, the total proposed costs for the Apparent Low Bidder and all Maine businesses in the competitive range will be compared. For comparison purposes, all Maine businesses will

February 15, 2018

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.

Measurement and Payment

For Annual Inspection Work and Fall Wire Replacement, the Department will pay for the accepted quantities of Annual Work for each boat at the Contract unit price, each payment being full compensation for all labor, equipment, and incidentals. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. No truck costs, fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid.

Replacement parts shall be billed on an itemized invoice. Parts will be paid for up to \$500 without approval and greater than \$500 with approval.

Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 6:30AM through 4:30 PM except for they may not work on holidays as defined in Appendix B.

Invoices and Payments

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name and address
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description and Location of Work or Service
- Quantities at the Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due
- Add other information according to contract needs

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

February 15, 2018

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damage to a third party,
- D. Claims filed or reasonable evidence indicating probable filing of claims,
- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- F. Regulatory non-compliance or enforcement,
- G. Failure to submit Documentation,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

The Department will advise the Contractor in writing that Physical Work is Complete and determine the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and an Agreement with Final Quantities Letters to the Department within 30 Days. Completion occurs when the Contractor has finished all Work pursuant to the Contract, including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Changes The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Rockland
Rescue Boats and Davits
Inspection and Maintenance

February 15, 2018

Force Account Work Compensation for Force Account Work will be computed according to State of Maine, Department of Transportation, Standard Specifications, Section 109.7.5.

February 15, 2018

ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION 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 Apparent Low Bidder Delete the section in its entirety and replace with the following:

“Apparent Low Bidder A Bidder that submits the lowest apparently responsive Bid. The Apparent Low 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 Successful Bidder Delete the section in its entirety and replace with the following:

“Apparent Successful Bidder The Bidder with the lowest 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 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 section in its entirety and replace with the following:

“Contract Completion Date 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 section in its entirety and replace with the following:

February 15, 2018

“Execution of the Contract by the Commissioner or their authorized agent by signing the Contract form which action, upon written notification to the Contractor, forms a Contract as provided in Section 103.8 - Execution of Contract by Department.”

101.2 Definitions Contractor Delete the section in its entirety and replace with the following:

“After the Department has executed the Contract by cosigning the Contract form provided in the Bid Documents, previously signed by the successful bidder, the Successful Bidder or the successful Proposer in a best value type of Contract becomes the Contractor. The Contractor will be the single point of responsibility for all Contract obligations to the Department. The Contractor shall be an independent Contractor with respect to the Department and shall not be an employee, agent, or representative of the Department. Alternatively, “Contractor,” with a lower case “c,” may mean a firm engaged in construction Work.”

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

“Successful Bidder The low, responsive, responsible bidder, which regarding the consideration Maine business enterprise is considered as best-value for the State of Maine and to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidder.”

SPECIAL PROVISION SECTION 102 BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project location, Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

February 15, 2018

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

- (1) “The unit price and bid amount is not provided if the item quantity is not one or lump sum, or
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.”

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

“F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

“G. The question which reads “Are you a Maine Business as defined in this Request for Proposals?” in the Schedule of Items, Appendix A has not been completed.

“Upon Notification, the Contractor may be given 5 business days to complete the question regarding Maine Business in the Schedule of Items, Appendix A. After the 5 days have elapsed, the Bidder shall be compared as a non-Maine business.”

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

103.1.4 Bids for goods and services “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.”

February 15, 2018

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

"The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

"The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors."

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 (or the entire section 107) and replace with the following:

Rockland
Rescue Boats and Davits
Inspection and Maintenance

February 15, 2018

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.