



APPENDIX A
SPECIAL PROVISION
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 #	Description	Cost for Each	Estimated QTY	Total Price (cost of each X Qty)
1	Additional/Replacement Transmitters (If repair is not an option)	\$	10	\$
2	Additional/Replacement Receivers (If repair is not an option)	\$	2	\$
3	Charges for Shipping units out for repairs out of State (each shipment)	\$	7	\$
4	Straight Time Hourly Labor Rate Monday – Friday 7AM – 4 PM (Includes Travel to and from work sites)	\$	160	\$
5	Over Time Hourly Labor rate for hours outside of Straight Time	\$	10	\$

Print Respondent's Name and Title

Signature

Date

2. 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.”

Maine Business and Economic Impact

SECTION 0002	<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

Print Respondent's Name and Title

Signature

Date

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

Name: Cy Adams
Title: Transportation Operations Manager (Bridge)
Address: 66 Industrial Drive
Augusta, Maine 04333
Phone: 207-215-3128

Contract Administrator and billing/invoices for the Portland Terminal and Peaks Island Terminal:

Name: Vincent Miniutti
Title: Bridge Maintenance Master
Address: 51 Pleasant Hill Road, PO Box 358
Scarborough, ME 04074
Phone: 207-592-2846

Buyer II: Invoices and Supplies

Name: Christopher Smalley
Title: Warehouse Superintendent
Address: Maine State Ferry Service
P. O. Box 645
Rockland, Maine 04841-0645

I. SCOPE OF WORK

The MaineDOT/Maine State Ferry Service is accepting bids with intent to award a contract to provide service and repairs of installed Magnatek Flex Ex Remote Control System which is required to operate the ramps and aprons on drawbridges. Work will include: Maintenance and repair services of all installed Remote Control Systems for the facilities and vessels listed in Table 1.

Table 1 Equipment to Repair and Maintain

Location	QTY Receivers	QTY Transmitters (Frequency/Channel -A)	QTY Transmitters (Frequency/Channel -B)	QTY Holders
Rockland Terminal	2	2	2	4
Vinalhaven Terminal	1	1	0	1
North Haven Terminal	1	1	0	1
Lincolntonville Terminal	1	1	0	1
Islesboro Terminal	1	1	0	1
Bass Harbor Terminal	1	1	0	1
Swans Island Terminal	1	1	0	1
Frenchboro Terminal	1	1	0	1
Portland Terminal	1	1	0	1
Peaks Island Terminal	1	1	0	1
M/V Capt. E. F. Thompson (Rockland)	0	1	1	2
M/V Capt. C. Philbrook (Vinalhaven)	0	1	1	2
M/V Capt. N. Burgess (North Haven)	0	1	1	2
M/V M. C. Smith (Islesboro)	0	1	0	1
M/V Capt. H. Lee (Swan Island)	0	1	0	1
Bridge Maintenance (Rockland)	0	2	2	4
Inventory (Spares) (Rockland)	1	0	7	7
	Total: 12	Total:18	Total: 14	Total:32

*** Note: (18) Eighteen of the transmitters shall operate on an independent or separate frequency from the remaining (14) fourteen transmitters.**

- A. Remote operation of the Maine Department of Transportation/Maine State Ferry Service transfer bridges are necessary to efficiently perform daily operations. The Transfer Bridges are located at various Marine Ports in: Frenchboro, Lincolnville, Islesboro, two (2) in Rockland, Vinalhaven, North Haven, Swans Island, Bass Harbor, Portland, and Peaks Island. The breakdown of specific remote system requirements is listed in Table 1, Equipment to Repair and Maintain.
- B. The Contractor's work will include but not limited to the repair, maintenance and replacement of transmitters, receivers, and any other electronic or electric devices connected to this equipment. A total of 30 transmitters and 10 receivers shall be maintained and/or repaired for normal operations which include inventory spares (Refer Table 1 for more detail.)
- C. The receivers are 120v and transmitters operate with AA batteries. Transmitters are equipped with six dry contact outlets and pushbuttons for all single-speed motion, including ramp up/down apron up/down and lights on/off, mushroom style E-stop and rotary type off/on and start/horn switch. Additionally, all interconnected equipment, antennas, power supplies, automatic transfer devices for AC/DC power, and other associated equipment will be maintained.
- D. The Transmitters are air tight and able to withstand adverse environmental conditions. Receivers, are fully sealed enclosure which ensure protection from the elements.
- E. The Contractor shall furnish all labor, tools, & material needed to repair and maintain the Remote-Control systems.
- F. If diagnosis, repair work and/or repeated call backs for repairs is estimated to be more than the cost of a new component, the contractor is to notify the appropriate Contract Administrator who will determine and approve replacement of the component or best course of action to be taken.
- F. The Contractor unconditionally warrants and guarantees that all repair work will be free from defects upon completion or as otherwise specified in this Contract. If the Department discovers any defect during inspection, the Contractor will agree to perform all remedial work, at no additional cost or liability to the Department. If additional Transmitters are to be provided (not included under warranty) they will be purchased at bid price by Department. The Contractor guarantees that the equipment offered is standard equipment, latest model with all parts regularly used with the type of equipment offered. The Contractor also guarantees that no attachment or part will be substituted or applied contrary to the manufacturers' recommendation and standard industry practice. If, during this period of the contract such faults develop, the unit or part affected is to be replaced within a 24-hour period.
- G. The Contractor will provide personnel that have the ability to stay onsite for duration of repair period, and shall respond to all emergency repairs within 24 hours.
- H. Notification for Contract Services will be made by the appropriate Contract Administrator.
- I. Complimentary ferry tickets will be provided to the Contractor for transport to perform work under this Contract at an island location.

- J. The Contract Administrator for the location being worked on will be the point of contact with the Contractor to perform maintenance and repair on the remote control systems.

II. REQUIREMENTS

- A. Contractor must have working experience and knowledge of the Magnatek Flex Ex remote control system currently installed prior to contract award.
- B. The Contractor shall have the ability to travel to the various locations for equipment problems and be at the worksite within 24 hours of notification by the Contract Administrator.
- C. The Contractor must have technical manuals and/or access to them and provide training to all personnel maintaining, repairing and operating transmitters, receivers and system related components.
- D. Contractor must provide proof of insurance prior to contract award.
- E. Material, Parts and Equipment: The Contractor shall have ready access and shall provide all material, parts, equipment and tools necessary for the proper and safe accomplishment of the Work. Where accessories are to be supplied and stored, they must be compatible with existing equipment. All parts and materials to meet applicable State of Maine Standard Specifications and/or be approved by the Department.
- F. Contractor must have a reliable vehicle (Service Truck) assigned in order to provide transportation to and from employee's place of residence and/or workplace during normal work hours. Vehicle must carry all tools, supplies, and equipment needed for job duties.
- G. Contractor must have knowledge of all codes, OSHA requirements and Department safety and operating policies as they relate to ferry vessels and transfer bridges.
- H. Contractor and employees performing work must have knowledge of US Coast Guard regulations as they pertain to subchapter H & K ferry vessels.
- I. Contractor and employees performing work must have and use properly, all Personal Protective equipment needed to perform job duties and comply with established safety guideline

III. Contract Time

This contract will be for one year and commences upon contract execution date. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, for an additional 3 year period.

IV. Basis of Award

One contract will be awarded to the bidder whose Bid receives the highest score following the final review.

Scoring:

The Bids will be scored on the basis of the following weighted criteria:

Criteria	Weight
SECTION 0001 - Bid Prices	90%
SECTION 0002 - Maine Business and Economic Impact Consideration	10%

1. The scoring formula for price is: 90 points to low bidder, and others will be $(\text{Lowest submitted cost bid} / \text{Cost of bid being scored}) \times 90 = \text{pro-rated score}$.
2. 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, 2.

Prior to contract award, the Department may request the bidder to submit evidence or information to satisfy the Department requirements that the bidder is qualified to properly carry out the terms of the Contract.

V. Invoicing, Measurement and Payment

The Contractor shall submit itemized invoices for payment to the Contract Administrator for approval for services at the completion of the work and acceptance of the finished material. Accepted quantities will be paid for at bid unit prices which shall include full compensation for all equipment, labor, materials and incidentals required.

Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Description of Services
Date of Service
Location of Service
Itemized Parts list and price
of Labor Hours
Itemized Travel & lodging expenses

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. 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

Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

Allowable Work Times – The Contractor shall perform work only during normal work hours Monday through Friday, 7:00 AM to 4:00 PM, except for they many not work on holidays as defined in Appendix B nor government closure days unless otherwise requested and authorized by the Department.

Labor will be measured as straight time when the work is performed Monday through Friday from 7:00 AM to 4:00 PM, except holidays as defined in Appendix B.

Labor will be measured as overtime when the work hours occur outside of straight time hours, including Sunday and holidays as defined in Appendix B.

The Contractor will be paid for accepted items at bid prices and labor hours by the hour for work that is performed. Labor rates will be paid at the bid unit prices. The total amount of hours will rounded off to the nearest ¼ hour. The bid unit price shall be full compensation for labor, service truck, equipment, tools, transportation, supervision, compensation, insurance, taxes, PPE, and all incidentals necessary to perform the work.

The Contractor shall be paid by the hour for time they travel from their home and or from the project site to provide services as requested by the Department.

If the Work will take more than 1 day to complete, is economically advantageous to the Department to pay lodging instead of mileage, and authorized by the Department, lodging & meals will be reimbursed at per diem rates stated in the current MaineDOT Administrative Policy Memorandum # 191, with no markup. The per diem rates used are set by the Federal Government. During certain seasons, if lodging is expected to be more than the per diem rates prior approval from the Contract Administrator is required for reimbursement.

In the event that the Department authorizes the Contractor to procure materials, 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.

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. 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 prosecution of the Work. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

Default and Termination

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

- A. Fails to provide labor, Equipment, Materials or Reports specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Continues to perform Work after the Department directs that Work be stopped,
- G. In any other manner, fails to perform the Work in Substantial Conformity with any material 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 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 PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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:

“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 entire section 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 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 highest scored, 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 or Work location, WIN (if applicable) and/or 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".

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. Change “Contract Agreement Offer and Award forms” to Contract form.

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.”

102.11.2 Curable Bid Defects ADD the following:

“G. The questions asked under “Maine Business and Economic Impact Consideration” in the Schedule of Items, have not been completed.

Upon Notification, the Bidder may be given five (5) business days to complete the questions regarding Maine Business and Economic Impact in the Schedule of Items. After the five (5) days has elapsed and no response has been submitted, no points will be calculated for this criteria.”

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 Analysis of Bids Add the following at the end of the section:

“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.”

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

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance, special certifications, and other information from the Apparent Highest Scored Bidder. If a notice of Intent to Award is not sent within 30 days of receipt of the Bid Opening, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5 Award Conditions.”

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.