

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 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.

Bidders are required to bid all Items

1. Schedule of Items

Item #	Item Description	Unit price for each Service	Estimate # of Services	Bid Amount for annual maintain, inspections and minor repairs - <u>6 services a year</u> x Unit Price
1	Bi-monthly maintenance, inspection and minor repairs of Bass Harbor Overboard Discharge System	\$ _____ per service	x 6 =	\$ _____
2	Bi-monthly maintenance, inspection and minor repairs of Lincolnville (CromaFlow) Septic system	\$ _____ per service	x 6 =	\$ _____
	Item Description	Hourly rate	Est. # of Hours	Bid amount for Emergency Work
3	Hourly Labor rates for Major/emergency Repair Work –	\$ _____	15	\$ _____
	TOTAL BID			\$ _____

(Print Respondent's Name and Title)

Signature

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.”

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

Contract administrator

The Contract Administrator for this contract will be:

Chris Smalley, Buyer II
Maine State Ferry Service
517A Main Street
Rockland, Maine 04841-0645
Telephone: (207)596-5428

Contractor Requirements

- a. Contractor must possess the proper valid license/certifications for working with Overboard Discharge Systems.
- b. Must be skilled and have prior experience on both types of sewage systems listed below.
- c. Contractor must be able to be notified 24/7 and have the necessary personnel and equipment on site within 12 hours or less when MaineDOT has determined an emergency.

Scope and Specifications of Work to be Performed

- a. Provide maintenance, repair, and emergency services to sewage treatment facilities listed below owned by the Maine State Ferry Service.

Location of Maine State Ferry Service Facility	System
45 Granville Road, Bass Harbor	1 Overboard Discharge System services x 4 years
20 McKay Road, Lincolnville	1 (CromaFlow) Septic system service x 4 years

- b. Work assignment

Regular inspections and maintenance will be performed bi-monthly at each location. The Work will consist of and include inspecting the sewage treatment facility and making minor repairs and/or regular maintenance work.

Work needed above and beyond minor repairs and regular maintenance shall be recommended and submitted to the Department on an itemized list detailing the Work that needs to be performed and estimated cost for repairs, parts, supplies, and time to complete the work. The

Department and the Contractor shall mutually agree to the itemized list of repairs, parts, supplies, time and cost. The labor rates will be paid for at bid labor rates. This Work cannot be performed without Department approval.

c. Emergency work

When an emergency occurs, as determined by the Department, it will be considered emergency work and will be coordinated by the Contract Administrator with the Contractor. The Contractor will have 12 hours to inspect the facility and perform the necessary repairs as needed.

d. Allowable Work Times

Unless otherwise directed by the Contract Administrator, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B unless otherwise directed by the Department.

Measurement of Payment

Scheduled maintenance, repairs and inspections Work - The Contractor will be paid for each scheduled maintenance service/visit at the bid unit rates.

Work needed and performed beyond regular maintenance and inspections will be agreed upon and approved prior to the Work being completed. Hourly rates will be paid for at bid labor rates.

Emergency Work - will be paid for at hourly contract price. Overtime will be paid at contract unit price per hour at time and ½. Sundays and Holidays, as defined in Appendix B, will be paid at the contract unit price per hour at double time.

Hourly Work will be measured as straight time when the work is performed Monday through Friday from 7:00 AM to 3:30 PM.

Hourly Work will be measured as overtime when the work hours occur on Saturday or extend after 3:30 PM or before 7:00 AM Monday through Friday.

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

No vehicle charge, mileage, meals or phones will be paid, but considered incidental to the contract.

Invoice price and payment

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit itemized bills to the Contract Administrator at the Maine Department of Transportation Ferry Service, Rockland Office, for services at the completion of the assignment and acceptance of the finished material. Invoices are to include date, description, location of service, and quantities at bid prices, itemized list and cost for repairs, parts and supplies. Parts will be at the contractor's cost with a 15% mark up.

The dollar amount of this contract is in no way a guarantee that the department will assign work for any or all the total dollar amount of the contract.

Basis of Contract Award

One contract will be awarded using the criteria stated below based on the individual unit prices given in the "Schedule of Items", and the Maine Business and Economic Impact.

Scoring

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

Criteria	Weight
SECTION 0001 Price	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 (Lowest submitted cost bid / Cost of bid being scored) x 90 = 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.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS 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:

“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.