

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

Bidders are required to bid a unit price for all Items.

Bid prices must be quoted as specified on this worksheet. 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
- d) the Bid contains any handwritten changes to the bid documents such as:
additional charges for transportation, supplemental fees or surcharges

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.

SCHEDULE OF ITEMS

Bid Hourly Price to perform testing, maintenance, and service of the fixed fire suppression system, semi-portable systems, and portable extinguishers on a yearly basis as well as emergency repairs.

SECTION 0001			
Item Description	Estimated Quantities per year & Units	Unit Price \$/Per Hour	Total Bid Amount \$/Per Line Item
Service per Hour - during regular business hours as defined in Appendix A	70 Hours/year	\$	\$
Service per Hour - outside regular business hours as defined in Appendix A	10 Hours/year	\$	\$
Parts Allowance for estimated cost of parts per year (This item is not bid. The value is added to the total contract value)			\$2,000.00
TOTAL BID for all Items, including parts allowance for one year			\$

For clarification, refer to Measurement and Payment in Appendix A.

(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:

Patrick Eutsler/Port Engineer
Maine State Ferry Service
P.O. Box 645
Rockland, Maine 04841
Telephone: (207)596-5429

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.

Contractor Requirements

- Contractor must have a minimum of five years experience performing testing, maintenance and service of fire systems and extinguishers on marine vessels.
- Contractor must be an authorized Kidde and Ansul service agent.
- Technicians performing Work must trained and available for both normal inspections, follow up Work, emergency repairs and support of systems.
- Only genuine Kidde or Ansul parts will be accepted.

Scope and Specifications of Work to be Performed

- a. The MaineDOT, Ferry Service, operates seven (7) United States Coast Guard inspected vessels that require annual inspections, testing, maintenance, and service of fixed fire suppression systems, semi-portable systems, and portable extinguishers.
- b. The MaineDOT currently has an eighth vessel under construction with delivery planned for the Fall of 2019. A dockside inspection will be required before the vessel goes into service.
- c. Annual inspections will be done to coincide with insurance requirements for the vessels and will be done in the presence of the attending USCG inspectors. Advance notice for scheduling will be given at least two weeks prior to the inspection.
- d. The fixed CO2 and/or halon system will be inspected and all cylinders weighed to confirm they are fully charged. In addition, the system is to be tested using contractor supplied gas to prove proper operation of the actuation systems and time delays ensuring the suppression gas does reach the desired location.

- e. Inspection and testing of all associated parts of the system will also be required and will include, but is not limited to hydrostatic testing, hose replacement, and required maintenance of the systems. This will also include emergency repairs and/or system recharging after an intentional or accidental discharge.
- f. All portable and semi-portable systems will be tested and inspected for condition, charge and hydro date.
- g. Testing of the fixed system will include blocking manifold, proving rupture pins activate, introducing CO2 from portable source into piping to check time delays and to prove CO2 reaches nozzles. In addition, all electrical shutdowns connected to CO2 will be checked.
- h. Weighing of bottles requires two people to safely accomplish in a timely manner, due to their size and locations.
- i. All inspections and repairs will be scheduled and authorized by the Maine State Ferry Service Port Engineer.
- j. All work will conform to applicable Code of Federal Regulations governing these vessels.
- k. Contractor must provide contact list with phone numbers in order to be contacted 24 hours a day, 7 days a week for emergency services. Contractor must respond to emergency call with 12 hours of being notified by the Department. Emergency service and repairs shall be accomplished as quickly as possible after notification of work to be done.
- l. Annual inspection, testing, maintenance and service of systems and associated parts of the system will be measured by the actual hours the service is performed and travel to the locations, to the nearest quarter hour.
- m. Vessel locations where work is to be performed:
 - Vessels Captain Charles Philbrook, Captain Neal Burgess, Governor Curtis, and Everett Libby will be done in Rockland, Maine either at the Maine State Ferry Service dock or at Rockland Marine Corporation.
 - Vessel Margaret Chase Smith will be done at Lincolnville/Islesboro and is usually accomplished with vessel en route and testing done during lunch hour but may be done at other times at the Department's discretion.
 - Vessel Captain Henry Lee is done at Bass Harbor/Swans Island with vessel en route and testing done during lunch break but may be done at other times at the Department's discretion.

- Vessel Captain Richard Spear -The Maine State Ferry Service is currently constructing this new vessel. The location of this vessel is yet to be determined.

n. List of Fixed/Semi-Portable-Portable Fire Suppression Per Vessel

M/V EVERETT LIBBY:

- Vessel has three (3) 75 pound CO2 bottles connected to engine room fixed system and are operated from deck by pull station cables that control both the initial discharge and stop valve. Time delay is for 30 seconds. Bottles are located on the main deck.
- There is a dry chemical wheeled unit 125 pounds with hose on deck
- There are 9 portable extinguishers ranging in size from 5 pound to 20 pound. There are both dry chemical and CO2.

M/V GOVERNOR CURTIS:

- Vessel has five (5) 100 pound CO2 bottles located on the 01 deck that are controlled by two cable pull stations. One is located at the main deck the other at the shaft ally door. One pull activates system and second opens stop valve. Time delay is set for 30 seconds.
- There is a 50 pound CO2 bottle in the emergency generator room that is activated via pressure/temperature switch and/or manual pull.
- There is a 75 pound semi portable unit in the engine room that has a 50 foot hose reel and nozzle arrangement.
- There is a 125 pound dry chemical semi portable unit on deck with a hose.
- There are 12 portable extinguishers located throughout the vessel and range in size from 5 pound to 20 pound.

M/V MARGARET CHASE SMITH:

- Vessel has 600 pound Halon system that is activated by a 75 pound CO2 cylinder, via cable pull station with time delay and stop valve control.
- There is a 125 pound dry chemical semi portable system on deck with hose.
- There are 20 extinguishers of various size throughout the vessel.

M/V CAPTAIN HENRY LEE, M/V CAPTAIN CHARLES PHILBROOK, &
M/V CAPTAIN NEAL BURGESS:

- Vessels have five (5) 100 pound fixed bottles located in the after void. Initial set off is through nitrogen system to bottles and stop valve. Also there is manual operation at the bottles.
- There is a 75 pound semi portable unit with hose reel in the engine room.
- There is a 125 pound dry chemical semi portable unit with hose on main deck.
- There is a 75 pound fixed system in the emergency generator room that is operated by pressure temperature control and a manual pull station.
- There are twelve (12) portable extinguishers of varying sizes from 5 to 20 pound in both CO2 and dry chemical.

M/V CAPTAIN E. FRANK THOMPSON:

- Vessel has a fixed engine room system and seven (7) fixed cylinders located below decks. This system is equipped with manual pull stations.
- The emergency generator has a fixed system which is both manually and automatically operated.
- There are twenty-seven (27) portable extinguishers of varying sizes from 5 to 20 pound in both dry chemical and CO2.

M/V CAPTAIN RICHARD SPEAR:

- Vessel is currently under construction. The complement of gear on this vessel has yet to be determined.

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 hours outside of these times, on Saturdays, Sundays or holidays as defined in Appendix B, unless otherwise directed by the Department.

Regular business hours will be Monday through Friday from 7:00 AM to 3:30 PM.

Work outside of regular business hours will be when hours extend after 3:30 PM or before 7:00 AM Monday through Friday, Saturday, Sunday and Holidays as defined in Appendix B.

Contract Time

This contract will be for one year and commences November 1, 2018 or upon contract execution date, whichever is latest. 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 additional 1 year periods.

Measurement of payment

The Department will pay based upon contract unit price per hour, to the nearest ¼ hour, and the invoices provided and approved by the Department, and shall be full compensation for all labor, tools and incidentals required to perform the Work. Time spent traveling to locations will also be measured for payment and paid at the hourly contract unit price to the nearest ¼ hour. Truck costs, disposal fees, and mileage will be considered incidental to the contract.

The Contractor shall submit an itemized bill to the Contract Administrator in the MaineDOT, Ferry Service, Rockland Office, for services at the completion of the assignment and acceptance of the finished material. Invoices are to include:

- Provider's name, address, & contract number
- Invoice date and number
- Dates of service
- Location
- Hours worked at site and travel
- Description of equipment worked on and work performed

Parts to repair systems will be listed in detail on the submitted invoice and paid for at cost plus 15% markup.

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 (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, 2.

Prior to contract award the Apparent Successful Bidder shall be required to submit evidence of minimum required experience, description of the company's history, qualifications, proof of authorized Kidde and Ansul service agent and trained technicians. The Department will notify the Apparent Successful Bidder of requirement submission and the Bidder shall provide all of the items within 7 days of notice.

Upon receipt of submittals the Department will review documents and determine if submitted evidence or information satisfies the Department's requirements that the bidder is qualified to properly carry out the terms of the Contract. The qualifications submitted will be checked for general conformance with the concept of the project and that all requirements are met. 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.

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 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.