APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidder is required to bid all Items.

Labor Rates: (Hours and Method of Measurement and Basis of Payment are defined in Appendix A, SECTION III. GENERAL INFORMATION)

Type of Hours for Labor	Cost per Hour	Estimated number of hours for a year	Totals = Cost per hour x Estimated hours per year
Regular Business Hour Rate 7:00 am to 4:00 pm	$	100 hours	$
Premium Hour Rate 4:00 pm to 7:00 am	$	20 hours	$
Holiday Hourly Rate	$	10 hours	$
Part Allowance			$20,000.00
		TOTAL:	

Part charges shall be bill as: Cost + _____% mark up

- Paper bids must be signed in pen and ink. Signatures shall be original. Stamped and copied signatures will not be accepted.

_____ _____
Signature *Date*

_____
(Print Respondent's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

See bid instructions on page three of the bid book.

The MaineDOT/Maine State Ferry Service is accepting bids with intent to award a contract to provide maintenance and repair services for electronic equipment on eight (8) state owned ferry vessels on an as needed basis.

I. SCOPE OF WORK

A. The Maine Department of Transportation/Maine State Ferry Service operates a fleet of eight (8) ferries. Ferry Vessels shall be repaired at various Marine Ports in Rockland, Linconville and Bass Harbor, which is where the Contractor shall join the boat and may or may not have to travel to the island with the boat to perform Work.

B. Ferry Transportation: complimentary ferry tickets will be provided to the Contractor when work under this Contract involves working on the vessel while it is underway or at an island location.

C. The Work includes maintenance and repair of electronic navigation, voice communication, internal vessel communications and any other electronic or electric devices connected to this equipment. The ferry vessels are USCG inspected and covered under subchapter H, K J, F, and T of Title 46 and under Title 47 of the Code of Federal Regulations.

D. The equipment includes, but it is not limited to radars, radios, DGPS units, AIS units, chart plotters, satellite compasses, depth sounders, sound powered phone systems, public address systems, auto-pilots, and gyro compasses. Additionally, all interconnected equipment, antennas, power supplies, automatic transfer devices for AC/DC power, and other associated equipment shall be included.

E. The equipment varies from vessel to vessel, but includes Furuno, Raytheon,Standard Horizon, North Star, and various manufacture auxiliary equipment such as power supplies and computers. The bidder must have technical manuals and/or access to them, training to work on all above equipment and have a ready access to parts and materials for repairs.

F. Requests for Contract Services will be made by the Contract Administrator or designee.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall have the ability to travel to the various locations for equipment problems and be at the worksite within 8 hours of notification.

B. The Contractor shallt have the ability to provide vessel radio station certificates to each vessel .

C. Contractor must hold the following licenses/certifications:

- FCC General Radiotelephone Operator License w/Radar endorsement
- NMEA Certified Marine Electronics Technician
- Copies or proof of license /certifications must be submitted with Proposal package.

D. The Contractor shall have technical manuals and/or access to them and training to work on equipment listed in Section I, E.

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

F. 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. All parts and materials to meet applicable State of Maine Standard Specifications and/or approved by the Maine Dept. of Transportation.

G. Contractor shall have a reliable vehicle (Service Truck) assigned 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.

H. Contractor shall have knowledge of all codes, OSHA requirements and Department safety policies as they relate ferry vessels.

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

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

III. GENERAL INFORMATION

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.

Method of Measurement and Basis of Payment
The estimated part allowance in no way guarantees that the MaineDOT will use any or all of the total allowance amount. To maintain and repair the Marine Vessel Electronics, the Contractor shall be paid by the hour for each accepted hour Work is performed for the Department. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. The total amount of hours will be rounded off to the nearest ½ hour. No truck costs, disposal fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid. Accepted quantities will be paid for at hourly rates bid which shall include full compensation for all equipment, labor, materials and incidentals required. Regular hourly rate will be applied to the hours of Monday through Friday from 7:00 AM to 4:00 PM. Premium hourly rate will be applied to the following:

- Emergency work after 4:00 PM and before 7:00 AM
- Weekend work on Saturday and/or Sunday
- Work after 8 hours

Allowable Work Times The Contractor shall perform work only during the following times Monday through Friday, 7:00 AM through 4:00 PM except for they may not work on holidays or government closure days as defined in Appendix B, unless otherwise authorized by the Department.

Changes: The Department may increase Part Allowance from the estimated quantities shown in the Bid Documents, and such increase shall be considered as unexpected repairs, or unforeseen circumstances.

Post-Bid, Pre-Award Requirements: 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 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 seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

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

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and Bidder's key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder's and subcontractors' related experience. Such information shall include:

1. the Company's history and experience of work related specifically to the Scope of Work in this contract; the key personnel's experience and number of years performing work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder;
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor; and
6. a description and value of the work performed by key personnel.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule. Contractors may be required post bid pre award to demonstrate they meet some of the contractor requirements.

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 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 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. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder shall have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

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

1. Qualified - The Contractor has satisfied the 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. Failure to accept an Award of a Contract made by the Department to the Contractor.

G. 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.

H. Failure to provide information requested by the Department pursuant to this Special Provision.

I. 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).

J. 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.

K. 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.