

APPENDIX A
 SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

Bidder is required to bid all 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.

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 <u>100 hours X Unit price per hour =</u>
Service per Hour - during regular business hours as defined in Appendix A	150 Hours/year	\$	\$
Service per Hour - outside regular business hours as defined in Appendix A	20 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)			\$20,000.00
TOTAL BID for all Items, including parts allowance for one year			\$

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

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the

**Electronic bidding will NOT be
available
for this bid.**

**Bids will NOT be accepted
by email or fax.**

**SIGNED PAPER BIDS ARE
REQUIRED
and may be
mailed, sent express or hand delivered.**

For further information, see “BIDDING INSTRUCTIONS”
which are located near the front of the bid book.

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the “Request for Information” form. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the “Request for Information” form.

Contract Administrator Contract Administrator for this contract will be:

Jim Savoy/ Assistant Port Engineer
Maine State Ferry Service
P.O. Box 645
Rockland, Maine 04841
Telephone: (207)596-5414
Cell: 207-441-8262
Email: james.savoy@maine.gov

The Contractor shall contact the Contract Administrator 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

1. The MaineDOT, Ferry Service (MSFS) 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. This service will also include portable extinguishers in Rockland and other locations as specified.
2. Monthly inspections of all terminals with portable extinguishers will be performed at Rockland Terminal, Bass Harbor Terminal, and Islesboro Terminal
3. Annual vessel 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.

4. 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.
5. 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.
6. All portable and semi-portable systems will be tested and inspected for condition, charge, and hydro date.
7. 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.
8. Weighing of bottles requires two people to safely accomplish in a timely manner, due to their size and locations.
9. All inspections and repairs will be scheduled and authorized by the Maine State Ferry Service Port Engineer and/or Assistant Port Engineer.
10. All work will conform to applicable Code of Federal Regulations governing these vessels.
11. Contractor must provide contact list with phone numbers to Contract Administrator.
12. 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.

Vessel location 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 in-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 in 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.

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

M/V EVERETT LIBBY:

- Vessel has three (3) 75lb 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 20lb. There are both dry chemical and CO2.

M/V GOVERNOR CURTIS:

- Vessel has five (5) 100lb 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 50lb 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 50ft hose reel and nozzle arrangement.
- There is a 125lb 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 to 20lbs.

M/V MARGARET CHASE SMITH:

- Vessel has 600lb Halon system that is activated by a 75lb CO2 cylinder, via cable pull station with time delay and stop valve control.
- There is a 125lb 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) 100lb 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 75lb semi portable unit with hose reel in the engine room.
- There is a 125lb dry chemical semi portable unit with hose on main deck.

- There is a 75lb 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 20lbs 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 20lbs 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.

Building and locations with portable extinguishers.

- Rockland terminal and warehouse.
- Vinalhaven terminal- Bad fire extinguishers will be brought to Rockland by Ferry Service Employees for inspection.
- North Haven terminal- Bad fire extinguishers will be brought to Rockland by Ferry Service Employees for inspection.
- Fire extinguishers will be inspected at the Lincolnville terminal
- Fire extinguishers will be inspected at the Bass Harbor terminal.
- Swans Island terminal- Bad fire extinguishers will be brought to Bass Harbor by Ferry Service employees for inspection.

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 4:30 PM, except for they may not work on holidays as defined in Appendix B, nor government closure days, unless otherwise directed by the Department.

Measurement and 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, which 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 (email preferred) 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. At a minimum, invoices shall include:

- Contractor's name, address, & contract number
- Invoice date and number
- Dates of service
- Location of Work
- 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.

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:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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.

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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in

the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

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."

103.5 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.