

**APPENDIX A
 SPECIAL PROVISIONS
 REQUEST FOR PROPOSALS
 AND
 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 must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidders are required to bid all Items.

Items	Flat Hourly Rate
Flat Hourly Rate which includes, all labor	

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 Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature _____ *Date*

(Print Bidder's Name and Title)

**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.

Scope of Work:

The Maine Department of Transportation is accepting Proposals with the intent to award a contract to a Contractor that can provide expertise in Carpentry and Building Trades for the purpose of providing Maintenance and Repair to buildings & grounds owned by the Department. The Contract will be awarded for a one-year period starting on May 1, 2022, or 14 days after contract execution, whichever is latest, with the option to renew up to four (4) additional one-year periods at the Department’s discretion if agreed upon by both parties, with a 2.5% increase per year for the entire contract.

Proposals will be accepted from bidders and a contract will be executed with the qualified bidder receiving the Evaluation Committee’s highest score using the criteria set forth in this RFP.

I. BACKGROUND

The Maine Department of Transportation owns and is responsible for the maintenance and upkeep of mainland and island facilities which includes, Penobscot Narrows Observatory and Maine State Ferry Service. There is a total of thirty (25) buildings at these locations as well as grounds, and various structures. and. This contract is to provide maintenance and upkeep to the facilities at the locations listed below.

The facility locations at which the Department may designate to have work performed are as follows:

- Rockland Ferry Terminal, Rockland, Penobscot Bay
- North Haven Ferry Terminal, and crew quarters North Haven Island, Penobscot Bay
- Vinalhaven Ferry Terminal, and crew quarters Vinalhaven Island, Penobscot Bay
- Lincolntown Ferry Terminal, Lincolntown, Penobscot Bay
- Islesboro Ferry Terminal, and crew quarters, Islesboro Island, Penobscot Bay
- Bass Harbor, Terminal and crew quarters Tremont
- Swan Island, Terminal and crew quarters
- Penobscot Narrows Observatory-Pavilion

The contract administrator for this contract will be:

Name: Ricky Gradie
Title: Transportation Operations Manager
Address: Maine Department of Transportation
24 Child Street
Augusta, ME 04330
Tel # (207) 592-1500

II. SCOPE OF WORK AND REQUIREMENTS

Scope: Perform maintenance, repairs, and upgrades to MaineDOT buildings at these locations as well as grounds, and various structures.

Work to be performed on an hourly flat rate basis as authorized by the Department.

Notification to Begin Work: Requests for Contract Services will be made by the Contract Administrator specifying the assignment, the nature of the Work, and any time constraints. Work will be performed as agreed upon for each assignment. The Contractor shall respond in a timely manner in accordance with a schedule approved by the Department.

Personnel: The Contractor will assign one (1) individual to respond and provide the services required of this contract. It is understood that only this one individual will perform the duties as needed. If more than one (1) person is required to perform any task it must be approved by the Contract Administrator, prior to mobilizing.

Equipment: The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment and tools is defined as all necessary hand and power tools required to perform the services contracted for. This will not include items such as razor blades, saw blades, rags, scrapers, putty knives, paint brushes, buckets, and other items that are considered disposable and/or incidental to the tasks identified. Equipment shall be well maintained and in good working order. Specialty tools required to perform a nonstandard task may be purchased with prior approval by the Contract Administrator. Tools purchased under this agreement will be maintained in good working order. Once a tool is used for its intended purpose it will be delivered to the Warehouse Superintendent at the Rockland Ferry Terminal for storage. Tool will remain the property of the MaineDOT and be available for use when needed and distributed by the Contract Administrator.

Materials: On behalf of MDOT, the Contractor may procure all materials necessary for the proper accomplishment of the work upon prior approval by the Contract Administrator, unless otherwise directed. All materials shall meet applicable State of Maine Standard Specifications and/or approved by the MaineDOT.

Access to Facilities: The Contractor shall notify Contract Administrator, prior to working at any facility.

Ferry Transportation: complimentary ferry tickets will be provided to the Contractor for vehicle when work under this Contract involves any island facilities.

All work and materials will be inspected by the Contract Administrator, and if not conforming to the plans, specifications and industry standards at any time, it will be rejected. If the Contract Administrator determines that work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work at the expense of the Contractor, without cost or liability to the Department.

Minimum Buildings & Grounds Maintenance & Repair Services Contractor Requirements:

Contractor:

- Shall have the minimum of 3 years' experience as a prime contractor.
- Shall have the ability to perform highly skilled carpentry and building tasks, including cabinetry and finish carpentry
- Shall have the ability to read, interpret and construct a project from plans and specifications
- Vehicle must be able to transport from employee's place of residence and/or workplace during normal work hours, and after hours for emergency response it must also be able to transport standard building materials (2"x12"x12", plywood, shingles etc.)
- Shall provide tools and necessary equipment needed to perform required duties
- Shall have knowledge of all state and federal codes that pertain to the operation, as well as OSHA Standards and regulations
- Shall have the ability to follow all MaineDOT safety policies which will be provided as they relate to movable bridges, building and grounds work.
- Shall hold 10-hour & 30-hour OSHA Training in Workplace Safety certifications or shall obtain the certifications within 6 months at the cost to the contractor.
- Shall have and use properly, all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.
- Shall have the ability to work effectively without supervision.
- Shall have the ability to travel to the various locations.
- Shall be required to be at a designated site within one (1) business day if an emergency occurs.
- Must be equipped with a cell phone with the ability to be contacted at all times.

Invoicing, Measurement and Payment

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized invoice to the Contract Administrator for service performed for approval and payment.

Invoices shall include the following minimum information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Description of Services
- Date of Services
- Location of Services
- Quantities of Items
- Itemized Parts list and price
- Itemized Travel and lodging expenses
- Amount Due

III. PROPOSAL SUBMISSION REQUIREMENTS

1. General Information

Bidders shall ensure that all information required herein is submitted with this proposal. Provision of inaccurate information or failure to provide all completed and required information may result in the Proposal being disqualified as non-responsive or receiving a reduced score. Bidders should be mindful of the Evaluation Criteria that are indicated in this RFP and shall provide information in the proposal that will permit an objective evaluation thereof. MaineDOT reserves the right to reject any or all bids.

Bidder's Proposal shall include all items listed in the "Bidding Instructions" and information requested in Proposal Content, below.

2. Proposal Format

- a. The Schedule of Items is to be completed and submitted for bid price submittal. No variations or alterations are to be made to this sheet.
- b. Bidders are asked to respond to each Section below. Number and title each response of the Proposal to correspond to the relevant section. Information requested shall be typed or printed.
- c. Bidder's name shall appear on all attachments submitted.

3. Proposal Content

At a minimum, your Proposal package should include all items listed in the Bidding Instructions along with the following:

Section I –Qualifications and Experience & Meeting Contractor Requirements

1. Describe a minimum of three (3) projects completed as the prime contractor within the last year that provide examples of how the Bidder meets the above-described qualifications. Provide a detailed description of the projects including location, scope, etc. Photographs showing the completed projects are encouraged.
2. Provide a brief description of a project that you started and finished, explain the process and how you worked independently to complete the job.
3. Provide relevant Safety information, including data from the Bidder's OSHA 300 forms. Indicate any familiarity with MaineDOT safety polices.
4. Identify the key staff your company will be assigned to fulfill the contract requirements and provide detailed statement of their qualifications and summary of their relevant experience and knowledge.

Section II – References

Provide reference contact names and telephone numbers of at least three (3) previous customers that have had similar work done by the individual who will be assigned to perform work under this contract. References shall be from work performed by the individual only and not under a sub-contractor. Work for the customers provided must have been completed within the last five years.

Section III – Bid Price

Complete the Appendix A Schedule of Items specifying the flat hourly rate. No variations or alterations are to be made to the Schedule of Items.

IV. GENERAL INFORMATION

This RFP does not commit MaineDOT to pay any costs incurred in preparing and submitting your proposal, or in procuring or sub-contracting for services or supplies related to the proposal. MaineDOT reserves the right to reject any and/or all proposals.

Proposal Evaluation and Scoring

The scores will be based on a 100-point scale. An evaluation Committee will review each Proposal and score on the basis of the following weighted criteria

Criteria	Weight
Qualifications and Experience & Meeting Contractor Requirements	45
References	20
Bid Price	35

The contract award will be made to the bidder who receives the Committee’s highest score for following the final review.

The Evaluation Committee will be composed of at least three qualified reviewers who will judge the merits of the Proposals in accordance with the criteria defined in this RFP. The goals of the evaluation process are to ensure fairness and objectivity in review of the Proposals and to ensure that the contract is awarded to the Bidder whose Proposal best satisfies the criteria of the RFP at a reasonable/competitive cost.

MaineDOT reserves the right to communicate with Bidders, if needed, to obtain clarification of information contained in the proposals received. Changes to Proposals will not be permitted during any interview/presentation process.

The Evaluation Committee will use a consensus approach to evaluate the Proposals. Members of the Evaluation Committee will not score the Proposals individually but instead will arrive at a consensus as to assignment of points on each category of each Proposal. The contract award will be made to the Bidder receiving the highest number of evaluation points based upon the Proposal's satisfaction of the criteria established in the RFP.

Scoring criteria for Bid Prices: The unit price provided by the Bidder will be assigned a score according to a mathematical formula. The lowest bid will be awarded 35 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid. The scoring formula is:

(lowest submitted unit price divided by the price of proposal being scored) x 35 = pro-rated score

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

Once scores are final, award will be made to the bidder whose proposal receives the Committee's highest score per location. The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

The information contained in proposals submitted for the State's consideration will be held in confidence until all evaluations are concluded and the award notification has been made. At that time, the full content of the proposals become public record and is therefore available for public inspection upon request.

By submitting a Proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the Proposal. The State reserves the right to reject any or all proposals based on the exceptions presented, without obligation to communicate or negotiate with the bidder.

The details of the evaluation process will be provided to interested parties, upon request, after selection of the apparent successful proposal.

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 Bidder shall have 3 days to submit additions and clarifications. The Bidder will 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 requirements and demonstrated to the Department’s satisfaction that it is responsible, can meet the 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 fulfill warranty obligations on past or current Contracts.
- F. Failure to comply with directives of the Department on past or current Contracts.
- G. Failure to accept an Award of a Contract made by the Department to the Contractor.

- H. 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.
- I. Failure to provide information requested by the Department pursuant to this Special Provision.
- J. 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).
- K. 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.
- L. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- M. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- N. Safety Record is significantly below industry standards.
- O. 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.

Default and Termination

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of Appendix A; *Contractor Requirements* or *Scope and Specifications of Work to be Performed*.
- B. Fails to commence work or be onsite within one (1) business day after accepting an emergency assignment.
- C. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- D. After work on assignment has commenced, fails to continuously work on assignment unless otherwise approved by the Department.
- E. Performs Defective Work and neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- F. Continues to perform Work after the Department directs that Work be stopped.

If Default of an Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor 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 Assignment in an acceptable and timely manner.

Upon receiving a Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

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

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Default of Contract will result in the following actions:

1st Incident: If the Contractor does not take corrective action for an Assignment within two (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 of the Contract occurs, the Department may give written Notice of Default and Termination 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.

Termination for Convenience The Department may terminate this Contract for convenience or for any reason that is in the best interest of the Department. Terminations caused without fault of or for reasons beyond the control of the Contractor are Terminations for Convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience

In case of a Termination for Convenience, 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. Acceptable Materials, obtained by the Contractor for the Work but which have not been incorporated therein, may at the option of the Department be purchased from the Contractor at Actual Costs delivered to a prescribed location or otherwise disposed of as mutually agreed

Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract.