

**APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor _____

The Work includes ferry vessel engine maintenance & repair work on the seven (7) state owned and operated ferry vessels for the Maine Department of Transportation, Maine State Ferry Service (MSFS)

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.

BIDDERS ARE REQUIRED TO BID ALL ITEMS in ALL SECTIONS.

Section 1 : Labor (Labor Rates to perform Work under this contract. Fill in hourly rates below.)

Item #	Description	Estimated Quantity	Hourly Rate	Cost
1	Labor rate - straight time up to 8 hours per weekday, except State Holidays	600 hours	\$	Item #1 cost = 525 hours x straight time hourly rate bid = \$
2	Labor rate - time and one half after 8 hours per weekday and all day Saturdays	200 hours	Time and one half	Item #2 cost = 175 hours x 1.5 x straight time hourly rate bid = \$
3	Labor rate - double time – Sundays & Holidays	75 hours	Double time	Item #3 cost = 50 hours x 2 x straight time hourly rate bid = \$
TOTAL SECTION 1: LABOR				\$

Section 2: Parts – allowance estimated for parts furnished under this contract (Tools and equipment required to complete work will be considered incidental to the contract and not paid for separately.)

Item #	Description	Estimated Bidder Cost for parts	x	Plus Mark up % Charged by Bidder	=	Dept. Costs for parts
4	Parts used to perform maintenance & repair services	\$45,000.00	x	15%	=	\$51,750.00
5	Caterpillar Parts and replacement parts for repair & maintenance	\$56,000.00	x	15%	=	\$ 64,400.00
TOTAL SECTION 2: PARTS & MATERIALS						\$116,150.00

Rockland
Maintenance & Repair of Ferry Vessel Engines
April 25, 2022

Section 3: Mobilization (Round Trip)

Item #	Description	Estimated # of trips	x	Cost per Mobilization	=	Mobilization Costs
6	Mobilization to Rockland Work Site and back – weekdays, except State Holidays	30	x	\$ _____	=	\$ _____
7	Mobilization to Rockland Work Site and back - Saturdays	6	x	\$ _____	=	\$ _____
8	Mobilization to Rockland Work Site and back - Sundays and Holidays	6	x	\$ _____	=	\$ _____
9	Mobilization to Other Work Sites* and back – weekdays, except State Holidays	3	x	\$ _____	=	\$ _____
10	Mobilization to Other Work Sites* and back - Saturdays	2	x	\$ _____	=	\$ _____
11	Mobilization to Other Work Sites* and back - Sundays and Holidays	2	x	\$ _____	=	\$ _____
TOTAL SECTION 3: MOBILIZATION						\$ _____

*Other Work sites - The Contractor may be required to perform some Work in locations such as Lincolnville and Tremont (Bass Harbor).

GRAND TOTAL = TOTAL OF SECTION 1, 2 & 3	
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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)

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.

**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.

CONTRACT ADMINISTRATOR The contract administrator for this contract will be:

Name: Patrick Eutsler
Title: Port Engineer
Address: Maine State Ferry Service
P. O. Box 645
Rockland, Maine 04841-0645
207-446-1124

CONTRACTOR REQUIREMENTS

The Contractor shall have experienced, trained technicians authorized to service the following Caterpillar engines: 3508C, 3406B, 3304, and C18. The Contractor shall be able to repair, maintain, and provide warranty for Caterpillar 3508 C engines. The Contractor shall be able to repair and maintain Caterpillar C18 electronic engines. The Contractor technicians shall possess laptops with Caterpillar software for maintenance and diagnosis of Caterpillar 3508C, C32, C18 main engines and Cat 4.4 generator engines.

The Contractor shall have experienced, trained technicians authorized to service the Z-F, Twin Disc, and Caterpillar marine transmissions with pneumatic or electric controls (ZF Mathers and Rexroth). The Contractor shall be able to repair and maintain Z-F Mathers and Rexroth control systems.

The Contractor shall be able to order all genuine parts (no after market parts), and tooling to complete overhauls of engines and reduction gears given only serial numbers and arrangement numbers.

The Contractor shall have a minimum of two experienced field service technicians which are adequate staff to perform and complete total overhaul of two engines in minimal time.

The Contractor shall have the ability to receive logistic support from Caterpillar parts and engineering.

The Contractor shall have the ability to repair and service caterpillar generator ends both mechanically and electrically.

The Contractor shall have the ability to do testing and provide test results for engines after repairs or at start ups.

Service technicians shall have valid Transportation Workers Identification Card (TWIC).

When the Department determines that an Assignment is an emergency, the Contractor has the ability to have qualified technicians on site within 6 hours after notification.

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed work of similar size

and scope and have sufficient experience in the installation, maintenance and repair of electronically controlled engines, mechanical engines and a variety of marine transmissions and controls. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

The Contractor shall have and maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

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 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 Contractor 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 subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five 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;
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 or their subcontractor; and
5. the total cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

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 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.

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. 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.

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. 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.

SCOPE OF WORK

This Work shall include all labor, tools & material needed to repair and maintain main engines, generator engines, marine transmissions, controls and related auxiliary equipment. Scope of work can include up to total overhaul of main engines, reduction gears and generators. MSFS will assign work as needed

The current main propulsion engines are all Caterpillar: 3508C, 3406B, 3304 and C18. The current marine transmissions are Z-F, Twin Disc, and Caterpillar with Rexroth and ZF Mather electric and pneumatic controls.

MSFS anticipates delivery of at least one vessel with C32 main engines with Reintjes transmission and Cat 4.4 generators. MSFS may add, delete and change equipment (main engines, generators and transmissions) as needed to its fleet of vessels, and may be included with this contract.

Vessels shall be worked on dockside at Rockland Terminal dock or at State contracted facility, currently Rockland Marine, and occasionally at the homeport of the vessel. The Contractor may be required to perform some Work at Lincolnville and Tremont (Bass Harbor). The vessels shall

be serviced in the location designated by the Department and cannot be taken to a garage or shore based repair facility.

The procurement of materials and equipment to perform repairs shall be done in a timely manner to accomplish non interrupted work schedules. The Contractor shall order genuine parts (no after market parts) and tooling to complete overhauls of engines and reduction gears given only serial numbers and arrangement numbers.

The Contractor shall assign sufficient staff in order to perform and complete total overhaul of two engines in the time assigned by the Maine State Ferry Service. This would require two experienced field service technicians from start to finish plus have logistic support from Caterpillar parts and engineering.

The Contractor shall supply all normally used tools and all special tooling needed to accomplish Work.

The Contractor shall provide a reliable service vehicle to carry all tools and parts necessary for tasks assigned

The Contractor shall provide and maintain a current contact list with phone numbers and e-mail addresses in order to be contacted 24 hours a day, 7 days a week for emergency services. When the Department determines that the Assignment is an emergency the Contractor has ½ hour to reply to notification, and they shall be on site within 6 hours after notification.

As Work arises, the Department will notify Contractor of the Assignment, the nature of the Work, and any time constraints. The Contractor shall perform as requested at times agreed upon and approved by MaineDOT. The dollar amount of this Contract is in no way a guarantee that the Department will assign Work for any or all of the total amount.

The Contractor shall remain onsite for duration of repair period unless otherwise authorized by the Maine State Ferry Service.

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 services 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 Service
- Location of Service
- Itemized Parts list and price

of Labor Hours
Itemized Travel & lodging expenses

The Department will pay for accepted Work based upon prices bid and complete and correct invoices. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. Payments may be paid if in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. No such payment will be made if, in the judgment of the Department, the Work is not proceeding in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract. Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Contractor shall be paid labor rates by the hour for each hour Work is performed. The total amount of hours will be rounded off to the nearest ¼ hour.

For materials incorporated in the permanent work, Caterpillar parts for repair and maintenance and parts used to perform maintenance and repair, the Contractor will receive the Actual Cost of Materials including freight and Delivery charges plus a single 15% markup, excluding tax. There shall be no markup on markups.

Mobilization to Rockland Work Site will be paid for each round trip the Contractor makes to travel to Rockland to perform Work when a vessel is worked on at dock side at the State contracted Marine facility (currently Rockland Marine). Mobilization to Other Work Sites (for vessels in all locations except Rockland), will occasionally be required at the homeport of a vessel, Lincolnville or Tremont (Bass Harbor). Mobilization to Work Other Sites will be paid for each round trip the Contractor makes to Other Sites to perform Work. Mobilization payment shall be full compensation for the movement of personnel, supplies, equipment, incidentals and service truck to get to the work site.

If the Work will take more than 1 day to complete, and it is economically advantageous to the Department and authorized by the Department, the Contractor shall be paid lodging and meals instead of mobilization. Lodging & meals will be reimbursed at the per diem rates and in accordance with the policies and established for state officials and employees as part of the accounting systems and procedures required under State of Maine Title 5, MRSA §1541. This information may currently be found through the MaineDOT's website under Doing Business, Consultant Information, Quick Links, Doing Business or through the Office of the State Controller website. During certain seasons, if lodging is expected to be more than the per diem

rates the Contractor shall obtain prior approval and waiver from the Contract Administrator to be eligible for reimbursement.

The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor, shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

If, the Contractor fails to provide labor or Equipment as agreed upon for an Assignment or Contract, fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of Work in accordance with the Assignment, fails to perform Work as authorized for the Assignment, performs Work in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the Work with its own forces or enter into Contract with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

Not all Work will be done under this contract. Work may also be done by the Department. In the event that the Contractor is unable to supply services in a timely manner and there is an immediate need to protect the health or safety of the public or employee, work may be performed by other means not associated with this solicitation.