

**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 and bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

**Bidder is required to bid all Items.**

**Maintenance and inspection work is to include labor, incidentals, and travel to and from the Work location.**

Item Description – Labor and Travel	Estimated Quantities & Units	Unit Price \$/Per Service	Total Bid Amount
Perform annual inspection of one rescue boat, davit, fall wire and CAR Hook with weight test and certification	<b>7</b> Services (per year)	\$	\$
Fall wire and CAR Hook replacement for one unit– including load test	<b>4</b> Services	\$	\$

Parts Allowance:	<b>\$15,000.00</b>
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TOTAL BID for all Items	\$
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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.

Fees must be included in Bid Price. Transportation is described herein. For clarification, refer to Basis of Payment and Method of Measurement.

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.

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)*

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  
(207) 446-1124

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.

Scope and Specifications of Work to be Performed

6 vessels have a Ned-Deck Marine SCH 12-3,5R davit system with a Ned-Deck Marine 4.40 rigid hull aluminum rescue boat equipped with a forty (40) horsepower Evinrude two cycle outboard motor. The rescue boat/davit system is equipped with a CAR 35 Release Hook.

1 vessel is equipped with a Coastal Marine D50-14.75-11.24 Left Hand davit system with a 50 hp Evinrude motor mounted on a Zodiac MilPro SR1500 N10272/N10247 RHIB rescue boat. The rescue boat/davit system is equipped with a Cranston Eagle APR-206-CB/CBH single point release hook

The Contractor shall perform annual maintenance and testing of each system and include weight testing.

The Contractor shall supply and replace the Fall Wire Rope as directed (as part of a 4-year replacement schedule).

- Ned-Deck davit system: Fall Wire shall be 25 meters long. The 4-point wire rope bridle is constructed of 3/8" stainless steel meeting AWR Certification Number 15-A-461 B specification. The auxiliary wires are 1/8" stainless steel 7x19 ssac-t304. The release hook is a CAR 35 (or equivalent) from Ned-Deck Marine.
- Coastal Marine davit system: Fall wire shall be 9/16" x 120' 19x7 Galv. W/WRT 1 end piece SS SLV. The release hook is a CAR 35 (or equivalent) from Ned-Deck Marine.

Maintenance and testing of the CAR hook will be in accordance with manufacturer's specifications and regulatory requirements.

Unless directed otherwise, the Contractor shall service the vessels at the Rockland Terminal or the Rockland Marine Shipyard (Rockland, Maine) during normal shipyard period. If necessary, with advanced notice, servicing may be required outside shipyard period. This may be Tremont (Bass Harbor) Maine or Lincolnville, Maine. The Contractor may request an additional surcharge on their service bid price up to 20% for work occurring away from the Rockland Terminal or Rockland Marine Shipyard.

The bid price will include labor, incidentals to perform the Work, and travel from the bidder's base of operations to the vessel. Additional replacement parts will be billed at the bidder's cost, plus markup and freight.

Requests for annual maintenance will be coordinated with the Contractor by the Contract Administrator.

### Contractor Requirements

The Contractor shall be an authorized Ned-Deck and Coastal Marine certified agent/dealer and have ready access to all Ned-Deck and Coastal Marine parts, material, and technical support as may be needed.

All work and testing shall be in accordance with the Code of Federal Regulations Title 46 Subpart W. The vessels are not SOLAS or IMO classed.

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

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

The Contractor shall have and use properly, all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.

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

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

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.

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 comply with directives of the Department on past or current Contracts.

- F. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- 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.

#### Measurement and Payment

For Annual Inspection Work and Fall Wire Replacement, the Department will pay for the accepted quantities of Annual Inspections for each boat at the Contract unit price, each payment being full compensation for all labor, equipment, and incidentals. All Travel time, including traveling to and from the work site(s) will be considered incidental and shall not be measured for payment. No truck costs, fees, miscellaneous materials, expenses, mileage, meals, phones nor all overhead expenses will be paid.

If required for servicing, replacement parts shall be billed on an itemized invoice. The Contractor will receive the Actual Cost of Materials, including freight and Delivery charges (but excluding any sale or use tax) plus a single 15 percent markup. Parts will be paid for up to \$1500 without approval and greater than \$1500 with approval.

#### Allowable Work Times

The Contractor shall perform work only during the following times Monday through Friday, 6:30AM through 4:30 PM except for they may not work on holidays as defined in Appendix B, nor government closure days.

Invoices and Payments

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name and address
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description and Location of Work or Service
- Quantities at the Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due
- Add other information according to contract needs

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the 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 execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damage to a third party,
- D. Claims filed or reasonable evidence indicating probable filing of claims,
- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- F. Regulatory non-compliance or enforcement,
- G. Failure to submit Documentation,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

The Department will advise the Contractor in writing that Physical Work is Complete and determine the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and an Agreement with Final Quantities Letters to the Department within 30 Days. Completion occurs when the Contractor has finished all Work pursuant to the Contract, including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work.

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.

Changes 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 Work authorized and performed at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation.

Force Account Work Compensation for Force Account Work will be computed according to State of Maine, Department of Transportation, Standard Specifications, Section 109.7.5.