



**APPENDIX A  
 REQUEST FOR PROPOSALS  
 for Maintenance and Electrical Services for  
 Ferry Terminal Transfer Bridges**

The MaineDOT, Bureau of Maintenance and Operations is accepting Proposals with the intent to award a contract for the purpose of providing regularly scheduled Maintenance and Electrical Services for the Ferry Terminal Transfer Bridges. An initial contract will be awarded for a one-year period and may be renewed up to five times for an additional one-year period, with a 2.0% increase per year for the entire Contract, if mutually agreed upon by the Contractor and the Department.

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.

**SCHEDULE OF ITEMS**

Company Name: \_\_\_\_\_

In order for bids to be accepted, they shall meet the following criteria:

- Bids shall be signed.
- Prices shall be provided and legible.
- Bids shall be delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Bids shall not have made changes to the bidding language nor added conditions.

Description	Hourly Rate
<b>2022 Labor Rate - Straight Time</b>	\$

Expenses, mileage, meals, phones, pagers, equipment, and the service truck will not be paid for separately but will be considered incidental. For clarification, refer to Special Provision Appendix A, Basis of Payment and Method of Measurement

See the following page for the Computation of the Total Bid Amount.

### COMPUTATION OF TOTAL BID AMOUNT

Description	Estimated Quantity		Hourly Rate		Cost
Labor rate - straight time Monday through Friday 7 AM to 4 PM	500 hours	x	Hourly rate bid	=	\$
Labor rate - time and a half Monday through Friday before 7AM or after 4 PM and Saturday	120 hours	x	Hourly rate bid x 1.5	=	\$
Labor rate - double time Sundays and Holidays	12 hours	x	Hourly rate bid x 2	=	\$
<b>TOTAL BID AMOUNT FOR 2022</b>	→	→	→	→	\$

See Appendix A, II Basis of Payment & Method of Measurement.

### PROPOSAL WORKSHEET

**Answer the following questions:**

Item #	Question	Answer
1	Our company is experienced in repairing and maintaining Mechanical and Electrical systems of moveable bridges.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	How many years has the company been repairing and maintaining Mechanical and Electrical systems of moveable bridges?	_____ Years
3	Can and will your company mobilize to an island: within 2 (two) hours in an emergency? within 4 (four) hours in an emergency? within 8 (eight) hours in an emergency?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Does your company's key staff, or contracted staff, to be assigned have knowledge of hydraulic, pneumatic, mechanical, and electrical systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Does your company's key staff to be assigned have knowledge of applicable U.S. Coast Guard regulations, electrical codes, OSHA requirements, lockout/tagout policy and PPE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	How many Master/Journeyman Electricians, trained and experienced with Mechanical and Electrical systems of moveable bridges will be available to perform work under this contract?	_____
7	How many employees does your company employ that currently have TSA Transportation Worker Identification Credentials (TWIC Cards)?	_____

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.

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.

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.

## **I. SCOPE OF WORK & REQUIREMENTS**

### **Background**

The MaineDOT, Bureau of Maintenance and Operations, owns and is responsible for the maintenance and upkeep of transfer bridges at each of the ferry terminals listed below. This Contract is to provide regularly scheduled maintenance and repairs to those transfer bridges. This Contract does not include work that falls under the Capital Investments in the Work Plan or separately advertised programmed projects.

The bridges and their locations which MaineDOT may designate to have maintenance and repair for the electrical/mechanical/control systems work performed are as follows:

- Bass Harbor Ferry Terminal, Tremont (Bass Harbor), Frenchman Bay
- Swans Island Ferry Terminal, Swans Island, Frenchman Bay
- Frenchboro Ferry Terminal, Frenchboro, Frenchman Bay

### **Scope of Work**

The Contractor shall perform regularly scheduled inspection and maintenance services in accordance with the provided inspection and maintenance checklist. The Contractor shall provide specific services for maintenance and repair as assigned by the Contract Administrator. The Contractor shall be available and respond to emergency call outs. The Contractor shall assign one (1) employee as a point of contact to be considered the Primary Responder and shall have a backup available to fill in when there are multiple emergencies or the Primary Responder is sick, on vacation or otherwise unable to perform work.

The Contract Administrator for this contract will be:

Name: Michael Thompson or Department designee  
Title: Transportation Operations Manager  
Address: 219 Hogan Road  
Bangor, Maine 04401  
Tel.: (207) 712-6604

### **Operational Requirements**

The Contractor shall have at least one (1) Licensed Maine Master Electrician available to provide services required in this Contract. If multiple personnel are required to perform any task, additional personnel shall be approved by the Contract Administrator or their designated representative, prior to mobilizing.

The Contractor shall provide all equipment and tools necessary for the proper and safe accomplishment of the work. Equipment shall be well maintained and in good working order.

Contractor shall provide all Personal Protective Equipment needed to perform work and comply with established safety guidelines and procedures.

Contractor shall provide all power tools and necessary equipment needed to perform required duties.

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 industry standards, State of Maine Standard Specifications and/or approved by the MaineDOT.

As specific work or repairs arise, the Department will notify Contractor of an assignment depicting 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. The Contractor shall notify Contract Administrator, prior to working at any facility.

The Primary Responder assigned to this contract shall be equipped with a cell phone, and if necessary, a pager, that enables the ability to be contacted at all times (24 hours a day, every day of the year) to respond to emergencies. If immediately unavailable, the Primary Responder or designee shall return all calls within 30 minutes.

All work and materials may 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.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to (1) all persons who may be affected by the Work and (2) all the Work and materials and equipment to be incorporated therein. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Provider, and/or any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by

any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the acts or omissions of the Department or its Contractors, Consultants or Vendors). The Department is committed to providing safe conditions for employees, contractors, vendors, and visitors at the Department's facilities and on the work sites. Strict adherence to State and Federal OSHA and EPA Regulations and the Department's Safety policies will be required.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Department, is unreliable, intemperate, disorderly, takes unapproved leave, does not come in and/or does not respond to callouts, performs unacceptable work, or is otherwise unsatisfactory, shall be removed immediately by the Contractor or Subcontractor employing such person, when directed to do so by the Department. All persons employed by or through the Contractor shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person, Department equipment or the Work without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above the Department may suspend the Work by written notice until such orders are complied with.

The MaineDOT will provide Movable Bridge Operation Training to the Contractor.

### **Work Times**

The Contractor is solely responsible for the planning and execution of regularly scheduled maintenance work. All work must cease, and the Contractor shall remove all equipment, tools, and personnel from the apron and bridge while ferries are loading and unloading. Ferry schedules can be found at <http://maine.gov/mdot/ferry/>.

Assigned work shall be completed as agreed upon with the Contract Administrator.

The Contractor shall respond to emergencies and be at the emergency locations within 4 hours of contact between the Primary Responder and the Contract Administrator unless otherwise agreed upon. This applies to island work regardless of the ferry schedule.

### **Key Staff, Minimum Experience and Requirements:**

All key personnel shall be able to perform highly skilled maintenance and repairs to the mechanical and electrical systems to the transfer bridges. At least one Licensed Maine Master Electrician shall be available to the Contractor if requested.

The Contractor shall have the ability to obtain Transportation Work Identification Credentials (TWIC Card) as required by the Maritime Transportation Security Act. There will be work that will require these credentials.

Key personnel shall possess the following:

- A cell phone and if necessary, a pager, with the ability to be contacted at all times.
- Working knowledge of heavy movable bridges.
- 5+ years of experience in an industrial environment.
- Knowledge of Hydraulic Systems.
- Knowledge of Pneumatic Systems.
- Knowledge of Mechanical Systems.
- Knowledge of Electrical Systems.
- Knowledge of US Coast Guard regulations as they pertain to movable bridges over navigable waters.
- Ability and confidence to purchase equipment and supplies costing less than \$1,000 as needed to maintain operations, or with written Maine DOT approval for equipment and supplies exceeding \$1,000.
- Ability to efficiently compile a list of needed spare parts required to keep movable bridges operating at peak efficiency.
- Ability to communicate effectively orally and in writing to explain procedures that need to be performed by others.
- Ability to communicate effectively to others either in person or over the phone, in an emergency situation.
- Ability to prepare and keep accurate records relating to preventative maintenance, repairs, and upgrades performed.
- Ability to develop, implement, and maintain an effective and efficient Preventative Maintenance Program.
- Ability to work effectively with minimum supervision.
- Ability and willingness to adhere to a comprehensive Lockout/Tagout policy, coordinated with the Port Captain.
- Knowledge of all Electrical Codes and OSHA requirements as they relate to Movable Bridges.
- The ability to read, interpret and construct a project from plans and specifications.
- Tools and necessary equipment needed to perform required duties.
- Knowledge of all state and federal codes that pertain to the operation, OSHA Standards.
- The ability to properly use all Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures of the department.

## **II. BASIS OF PAYMENT & METHOD OF MEASUREMENT**

Work will be performed at the rates in the following “Schedule of Items”. Any item not contained in this “Schedule of Items” may be covered in an assignment or by contract modification. 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. MaineDOT will determine which materials will be supplied by the Contractor and which will be supplied by MaineDOT.

Hourly Work will be measured as straight time for all regularly scheduled maintenance work and all assigned work.

Hourly Work will be measured as overtime when emergency work is required between the hours of 6:00PM and 6:00AM, or on Saturdays or Sundays.

Hourly Work will be measured as Holiday when emergency work is performed on a holiday as defined in Appendix B.

The Contractor will be paid for accepted hours, by the hour, for each hour work is performed at the contract unit price per hour. Overtime will be paid at the contract unit price per hour multiplied by 1.5. Holidays will be paid at the contract unit price per hour multiplied by 2.

For the purpose of billing, the Contractor will begin billing their time from the time they arrive at the mainland terminal (Bass Harbor) until the Contractor has left the mainland terminal. If the Contractor provides their own transportation to an island, they shall bill additional hours equivalent to that of the ferry ride to that island to compensate for travel. Those times can be found at the Maine Ferry Service website: <http://maine.gov/mdot/ferry/>. All other travel time including traveling to and from the mainland terminals and picking up any parts and materials will be considered incidental.

The total number of hours will be rounded off to the nearest ¼ hour. The accepted quantity of hours shall be paid for at the respective contract unit price per hour which will be full compensation for labor, service truck, equipment, tools, and all incidentals necessary to perform the work.

Expenses, mileage, meals, phones, pagers, equipment, and the service truck will not be paid for separately but will be considered incidental. Mileage and fuel surcharges will not be measured for payment. There will be no reimbursement for overnight stays.

The rate schedule will remain in effect until June 30, 2023. If mutually agreed upon by the Contractor and the Department to renew the Contract, the rate schedule will be adjusted at the beginning of the State of Maine Fiscal year on July 1<sup>st</sup>, by adjusting each rate by the value of an inflator.

For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the previous year's straight time hourly rate.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Maine Department of Transportation Eastern Regional Office in Bangor for services. Submittal of the invoices shall be completed monthly or at the completion of an assignment. Work Reports shall be attached to invoices. Invoices shall include the following minimum information:

- Contractor name & address
- Contract number
- Invoice date & number
- Dates and location of service
- Quantity of each Item priced at the Unit cost for each Item at the Unit Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

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 Agreement. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Agreement in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature of the Work. No payments due the Provider will be adjusted for inflation. No interest shall be due and payable on any payment due the Provider. Invoices will need to be reviewed and approved by the contract Administrator before they are paid. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

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

### **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 #3, Proposal Content, below.

#### **2. Proposal Format**

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

#### **3. Proposal Content**

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

##### **Section I – Bidder's Qualifications and Experience**

- a. The Bidders are required to submit evidence of compliance with the Key Staff, Minimum Experience and Requirements set forth in this Contract.
- b. Provide Bidder's history and experience of work related specifically to the Scope of Work in this RFP. Provide written documentation setting forth the experience of the Bidder who will be performing the Work specified in the contract documents, including a description of similar contracts completed in the last five years that highlight the Bidder's and subcontractors' related experience. Such information shall include:
  - The Company's history and experience of work related specifically to the Scope of Work in this contract,
  - the name of the owner for whom the work was performed,
  - the name and telephone number of a contact person that may be contacted for a reference,
  - a description of the work performed by the Bidder, and
  - the total contract value and the value of work performed by the Bidder.

- c. Identify all key management personnel responsible for administration of invoicing and staffing, their relevant knowledge, experience, qualifications, and number of years performing work related specifically to the Scope of Work in this RFP.
- d. Submit a copy of Bidder's safety records. Using the Bidder's OSHA 200 & 300 Log and statements provided by applicable insurance, the Bidder shall provide its workers' compensation Experience Modification Rate.

### **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 – Costs**

The Bidder shall complete and submit the Appendix A Schedule of Items, including the unit price bid for each item bid. No variations or alterations are to be made 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 bids.

## **V. PROPOSAL EVALUATION, SCORING AND BASIS OF AWARD**

An Evaluation Committee will read and score each proposal. The Evaluation Committee will be composed of 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 may require the Bidder to make the examples of prior work available for inspection at a location, date and time which are mutually agreeable to the Department and the Bidder. An Evaluation Committee member may schedule inspections with the Bidder.

The Evaluation Committee will use a consensus approach to evaluate the bids. Members of the Evaluation Committee will not score the proposals individually but instead will arrive at a consensus as to the assignment of points on each category of each proposal.

Scoring the Cost Proposal: The scores will be based on a 100-point scale. The Evaluation Committee will read and score each proposal on the basis of the following weighted criteria:

Section	Criteria	Weight
I	Meeting Contractor requirements and experience and knowledge requirements of key staff who will be assigned to perform Work under this contract	40%
II	Reference of previous customers that have had similar work performed by the individual who will be assigned to perform Work under this contract	35%
III	Costs (Stated in Appendix A Schedule of Items)	25%

1. The cost proposed for conducting all the functions specified in this RFP for one year will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$\text{(lowest submitted cost proposal divided by the cost of proposal being scored)} \times 25 = \text{pro-rated score}$$

2. 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 provides the best value to the State of Maine. The term “Best Value” takes into consideration the qualities of the services to be supplied, their conformity with the specifications listed in the RFP, and the best interest of the State. For comparison purposes, all Bidders with "Below Standard" performance ratings on file with the Department in the last three years will receive up to a 20% reduction in points.
3. The responsive Bidder receiving the highest number of evaluation points based upon the Proposal’s satisfaction of the criteria established in the RFP which is considered as best value for the State of Maine, all as determined by the Department, may be offered the contract. The Department reserves the right to reject any or all bids.

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.

The Department reserves the right to reject any or all bids.

The successful bidder will receive written notification of the award and the results will be posted on the MaineDOT website.

Other than the initial bid tabulations, 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 proposals.

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 three (3) days to submit additions and clarifications in writing. 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 on past or current contracts to pay or settle all bills for labor, Materials, or services. Failure on past or current contracts to comply with directives of the Department, to fulfill warranty obligations or to provide closeout documentation.
- E. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- F. Insufficient bonding capability or Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- 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 in a timely manner.
- J. Debarment, suspension, or a denial of prequalification or 'award of contract' 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 or 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. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.
- L. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- M. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- N. 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, any deceptive, evasive or fraudulent statements or omissions contained in the Proposal, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

## **VI. DEFAULT AND TERMINATION**

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

- A. fails to provide labor, Equipment or Materials specified in the Contract,
- B. fails to remove an employee when directed by the Department,
- C. becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- D. fails to perform the Work in Substantial Conformity with any provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action in a timely manner upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> 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 occurs, the Department may give written Notice of Default 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.