



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, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

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.

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.

Bidder is required to bid all Items.

Item	Description	Unit Cost	Estimated Quantity	Total Price (Unit Cost x Quant)
1	Additional/Replacement Transmitters (If repair is not an option)	\$	10	\$
2	Additional/Replacement Receivers (If repair is not an option)	\$	2	\$
3	Charges for Shipping units out for repairs out of State (each shipment)	\$	7	\$
4	Straight Time Hourly Labor Rate Monday – Friday 7AM – 4 PM (Includes Travel to and from work sites)	\$	160	\$
5	Over Time Hourly Labor Rate (for hours outside of Straight Time)	\$	10	\$
Total Bid:				\$

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:

Name: Cy Adams
Title: Transportation Operations Manager (Bridge)
Address: 66 Industrial Drive
Augusta, Maine 04333
Phone: (207) 215-3128

Contract Coordinator for the Portland Terminal and Peaks Island Terminal:

Name: Vincent Miniutti
Title: Bridge Maintenance Master
Address: 51 Pleasant Hill Road, PO Box 358
Scarborough, ME 04074
Phone: (207) 592-2846

Contract Coordinator for all other terminals:

Name: Christopher Smalley
Title: Warehouse Superintendent
Address: Maine State Ferry Service
P. O. Box 645
Rockland, Maine 04841-0645
Phone: (207) 596-5428

The Contractor shall contact the respective Contract Coordinator in order to coordinate the work. The Contractor shall submit invoices to the Contract Coordinator as described in this contract. The Department may assign a designated alternate to the Contract Administrator or Coordinator. The Contractor will be notified of any such change.

SCOPE OF WORK

The MaineDOT/Maine State Ferry Service is accepting bids with intent to award a contract to provide service and repairs of installed Magnatek Flex Ex Remote Control System which is required to operate the ramps and aprons on drawbridges. Work will include Maintenance and repair services of all installed Remote-Control Systems for the facilities and vessels listed in Table 1.

Table 1 Equipment to Repair and Maintain

Location	Quantity Receivers	Quantity Transmitters (Frequency/Channel -A)	Quantity Transmitters (Frequency/Channel -B)	Quantity Holders
Rockland Terminal	2	2	2	4
Vinalhaven Terminal	1	1	0	1
North Haven Terminal	1	1	0	1
Lincolnville Terminal	1	1	0	1
Islesboro Terminal	1	1	0	1
Bass Harbor Terminal	1	1	0	1
Swans Island Terminal	1	1	0	1
Frenchboro Terminal	1	1	0	1
Portland Terminal	1	1	0	1
Peaks Island Terminal	1	1	0	1
M/V Capt. E. F. Thompson (Rockland)	0	1	1	2
M/V Capt. C. Philbrook (Vinalhaven)	0	1	1	2
M/V Capt. N. Burgess (North Haven)	0	1	1	2
M/V M. C. Smith (Islesboro)	0	1	0	1
M/V Capt. H. Lee (Swan Island)	0	1	0	1
M/V Capt. Richard G. Spears (Vinalhaven)	0	1	0	1
Bridge Maintenance (Rockland)	0	2	2	4
Inventory (Spares) (Rockland)	1	0	7	7
	Total: 12	Total:19	Total: 14	Total:33

*** Note: Nineteen (19) of the transmitters shall operate on an independent or separate frequency from the remaining fourteen (14) transmitters.**

SCOPE OF WORK (Continued)

- A. Remote operation of the Maine Department of Transportation/Maine State Ferry Service transfer bridges are necessary to efficiently perform daily operations. The Transfer Bridges are located at various Marine Ports in: Frenchboro, Lincolnville, Islesboro, two (2) in Rockland, Vinalhaven, North Haven, Swans Island, Tremont (Bass Harbor), Portland, and Peaks Island. The breakdown of specific remote system requirements is listed in Table 1, Equipment to Repair and Maintain.
- B. The Contractor's work will include but is not limited to the repair, maintenance and replacement of transmitters, receivers, and any other electronic or electric devices connected to this equipment. A total of 33 transmitters and 12 receivers shall be maintained and/or repaired for normal operations which include inventory spares (Refer Table 1 for more detail.)
- C. The receivers are 120v and the transmitters operate with AA batteries. Transmitters are equipped with six dry contact outlets and pushbuttons for all single-speed motion, including ramp up/down apron up/down and lights on/off, mushroom style E-stop and rotary type off/on and start/horn switch. The Contractor shall inspect, repair (if necessary), and replace in kind or with an approved equal if directed, the receivers and transmitters. Additionally, the Contractor shall maintain all interconnected equipment, antennas, power supplies, automatic transfer devices for AC/DC power, and other associated equipment.
- D. The Transmitters are airtight and able to withstand adverse environmental conditions. The Receivers are fully sealed enclosure which ensures protection from the elements. All repaired and/or replaced transmitters and receivers shall also meet these conditions.
- E. The Contractor shall furnish all labor, tools, and material needed to repair and maintain the Remote-Control systems.
- F. If diagnosis, repair work and/or repeated call backs for repairs is estimated to be more than the cost of a new component, the Contractor shall notify the appropriate Contract Administrator who will determine and approve replacement of the component or best course of action to be taken.
- G. The Contractor unconditionally warrants and guarantees that all repair work will be free from defects upon completion or as otherwise specified in this Contract. If the Department discovers any defect during inspection, the Contractor shall perform all remedial work, at no additional cost or liability to the Department. If additional Transmitters are to be provided (not included under warranty) they will be purchased at bid price by Department. The Contractor shall guarantee that the equipment offered is standard equipment, latest model with all parts regularly used with the type of equipment offered. The Contractor shall also guarantee that no attachment or part will be substituted or applied contrary to the manufacturers' recommendation and standard industry practice. If such faults develop, the unit or part affected is to be replaced within 24 hours.

- H. Notification for Contract Services will be made by the appropriate Contract Coordinator.
- I. Complimentary ferry tickets will be provided to the Contractor for transport to perform work under this Contract at an island location.
- J. The Contract Coordinator for the location being worked on will be the point of contact with the Contractor to perform maintenance and repair on the remote-control systems.

CONTRACTOR REQUIREMENTS

- A. Contractor shall have working experience and knowledge of the Magnatek Flex Ex remote control system currently installed prior to contract award.
- B. The Contractor shall have the ability to travel to the various locations for equipment problems and be at the worksite within 24 hours of notification by the Contract Administrator.
- C. The Contractor shall have personnel available to remain onsite for the duration of the repair period.
- D. The Contractor shall have access to technical manuals, and provide training to all personnel maintaining, repairing and operating transmitters, receivers and system related components.
- E. Contractor shall provide proof of insurance prior to contract award.
- F. Material, Parts and Equipment: The Contractor shall have ready access and shall provide all material, parts, equipment and tools necessary for the proper and safe accomplishment of the Work. Where accessories are to be supplied and stored, they shall be compatible with existing equipment. All parts and materials to meet applicable State of Maine Standard Specifications and/or be approved by the Department.
- G. Contractor shall have a reliable vehicle (Service Truck) assigned in order to provide transportation to and from employee's place of residence and/or workplace during normal work hours. The vehicle shall have the capacity to carry all tools, supplies, and equipment necessary for job duties.
- H. Contractor shall have knowledge of all codes, OSHA requirements and Department safety and operating policies as they relate to ferry vessels and transfer bridges.
- I. Contractor and employees performing work shall have knowledge of US Coast Guard regulations as they pertain to subchapter H & K ferry vessels.
- J. Contractor and employees performing work shall have and use properly, all Personal Protective Equipment needed to perform job duties and comply with established safety guideline.

CONTRACT TIME

This contract commences on August 1, 2022, or when executed, whichever is latest and expires on July 30, 2023, unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to four (4) additional years.

ALLOWABLE WORK TIMES

The Contractor shall perform work only during normal work hours Monday through Friday, 7:00 AM to 4:00 PM, except for they may not work on holidays as defined in Appendix B nor government closure days unless otherwise requested and authorized by the Department.

Labor will be measured as straight time when the work is performed Monday through Friday from 7:00 AM to 4:00 PM, except holidays as defined in Appendix B.

Labor will be measured as overtime when the work hours occur outside of straight time hours, including Sunday and holidays as defined in Appendix B.

The Contractor will be paid for accepted items at bid prices and labor hours by the hour for work that is performed. Labor rates will be paid at the bid unit prices. The total amount of hours will be rounded off to the nearest ¼ hour. The bid unit price shall be full compensation for labor, service truck, equipment, tools, transportation, supervision, compensation, insurance, taxes, PPE, and all incidentals necessary to perform the work.

The Contractor shall be paid by the hour for time they travel from their home and or from the project site to provide services as requested by the Department.

In the event that the Department authorizes the Contractor to procure materials, 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.

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.

INVOICING, MEASUREMENT AND PAYMENT

The Contractor shall submit itemized invoices for payment to the Contract Administrator for approval for services at the completion of the work and acceptance of the finished material. Accepted quantities will be paid for at bid unit prices which shall include full compensation for all equipment, labor, materials and incidentals required.

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 may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. 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.

SAFETY

The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

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 perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract,
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department,

- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. Discontinues the prosecution of the Work without the Department approval,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material 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:

1st Incident: If the Contractor does not take corrective action within 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 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.