

**MARINE TRANSPORTATION/PASSENGER
FERRY VESSEL OPERATER**

ISLESBORO TO LINCOLNVILLE

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a) A copy of the Notice to Contractors
 - b) Acknowledgement of Bid Amendment Form
 - c) The completed Exhibits A, B, C and D Worksheets
 - d) Information as requested in Section IV, A. 4, 5, 6, 7 & 8.
 - e) Two (2) copies of the completed and signed Contract Agreement form
 - f) The completed Contractor Information Sheet
- g) For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "RFP MaineDOT/MSFS Passenger Vessel Service" will be received from contractors at the Reception Desk, Maine DOT Building, 24 Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 3, 2009, and at that time and place publicly opened and read. All other Bids may be rejected.

Description: The Maine Department of Transportation/Maine State Ferry Service (MaineDOT/MSFS) is accepting Proposals for Marine Transportation/Passenger Vessel Operator for the purpose of providing the MaineDOT/MSFS with a Passenger Vessel Service for approximately 4 weeks within the September 28, 2009 and November 14, 2009 time period.

Location: In Waldo County, Islesboro town pier and Lincolnville town pier.

Outline of Work: Provide and operate passenger only ferry shuttle between Islesboro and Lincolnville. Shuttle will operate between 6:30 a.m. to 5:30 p.m., seven days a week as specified in the Request for Proposal.

The basis of award will be determined using the criteria set forth in the Proposal Evaluation section of Request for Proposal.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Gail MacMunn at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no bid bonds, performance bonds or payment bond required.** Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

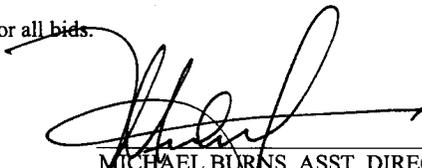
Each Bid must be made upon blank forms provided by the Department. Request for Proposal, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They can be obtained at no cost at the Department at 24 Child Street, Augusta, Maine, between the hours of 8:00 a.m. to 4:30 p.m., or may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or at <http://www.maine.gov/mdot/comprehensive-list-project/project-information.php>

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
May 13, 2009


MICHAEL BURNS, ASST. DIRECTOR
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

_____ Date

_____ Signature of authorized representative

_____ (Name and Title Printed)

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (“Contractor”) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Marine Transportation/Passenger Operator
- Appendix B – Special Provisions for State Funded Transportation Related Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Marine Transportation/Passenger Operator, and under the terms of the Contract for **Marine Transportation/Passenger Operator** in **West Penobscot Bay**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 14, 2009.**

C. Price.

The original Contract amount is number of days multiplied by the charter rate submitted with Proposal.

$$28 \text{ days} \times \text{daily charter rate } \$______ = \$______$$

The Contract amount will be determined by the actual work performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (“Contractor”) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Marine Transportation/Passenger Operator
- Appendix B – Special Provisions for State Funded Transportation Related Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Marine Transportation/Passenger Operator, and under the terms of the Contract for **Marine Transportation/Passenger Operator** in **West Penobscot Bay**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 14, 2009.**

C. Price.

The original Contract amount is number of days multiplied by the charter rate submitted with Proposal.

$$28 \text{ days} \times \text{daily charter rate } \$______ = \$______$$

The Contract amount will be determined by the actual work performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ (“Contractor”) a corporation or other legal entity organized under the laws of the State of ME, with its principal place of business located at COMPANY ABC, with a mailing address of ABC STEET, BC, ME, and a telephone number of (123)456-7890.

The Vendor Customer Number of the Contractor is VC00000000

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Request For Proposal – Marine Transportation/Passenger Operator
- Appendix B – Special Provisions for State Funded Transportation Related Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Request For Proposal – Marine Transportation/Passenger Operator, and under the terms of the Contract for **Marine Transportation/Passenger Operator** in **West Penobscot Bay**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 14, 2009.**

C. Price.

The original Contract amount is number of days multiplied by the charter rate submitted with Proposal.

28 days X daily charter rate \$_(*enter dollar amount*)_ = \$_(*enter dollar amount*)_

The Contract amount will be determined by the actual work performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

F. Agreement.

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

(date here)

CONTRACTOR

(sign here)

Date

(Signature of Legally Authorized Representative
of the Contractor)
(print name here)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

APPENDIX A
Maine Department of Transportation
Bureau of Maintenance & Operations
Request For Proposal – Marine Transportation/Passenger Operator

I. BACKGROUND

The MaineDOT/MSFS operates a passenger/vehicle ferry, the *M/V Margaret Chase Smith*, between two fixed transfer bridges located in Lincolnville (mainland) and Islesboro (island), in West Penobscot Bay, Maine. The two transfer bridges are due for replacement and the contract for the project has been awarded to Cianbro Corporation. The project is scheduled to commence early in 2009. As part of the project it will be necessary to suspend regular ferry service for approximately four weeks within the September 28, 2009, to November 14, 2009, time period. The ferry serves as a vital economic and social link connecting the island community of Islesboro to the mainland community of Lincolnville.

To help mitigate the anticipated traffic impacts due to the bridge(s) closure; the MaineDOT will operate a passenger-only ferry shuttle during the closure. The ferry shuttle will operate between the Islesboro town pier/floats at Grindle Point and the Lincolnville town pier/floats in Waldo County. The depth alongside the floats in both locations is relatively shallow. The direct route between these two points is 2.8 nautical miles. The shuttle will operate from 6:30 a.m. to 5:30 p.m. seven (7) days a week.

II. OBJECTIVES

The MaineDOT's primary objective in this project is to hire one (1) vessel (with an alternate vessel available within twenty-four [24] hours in the event of breakdown of the primary vessel and that meets the same specifications and requirements of the primary vessel, unless otherwise noted) which: (a) conforms to the required size, speed, capacity, draft, and other specifications; (b) safely transport passengers in a fashion that is attractive to the traveling public; (c) are economically feasible; and (d) are capable of loading and unloading passengers at the planned passenger-only facilities at Lincolnville and Islesboro.

The estimated commencement date for the passenger-only contract is September 28, 2009. MaineDOT expects the passenger-only services will be needed for a four week period during the contract and if necessary, on an additional day-to-day basis through the contract period. The actual commencement date for the passenger vessel service will be made known to the Provider a minimum of forty-eight (48) hours in advance. The contract shall expire on November 14, 2009. The Maine DOT does not anticipate any such extension(s). See Exhibit A for Sailing Schedule and estimated ridership.

For the term of the contract, the Maine DOT shall pay the successful Bidder a daily charter rate, for actual operating days only, based upon the proposal-specified rates, unless weather prevents the vessel from running on a scheduled charter day. In bad weather it will be up to the Captain of the vessel's discretion whether to run or not.

MaineDOT/MSFS employees will be responsible for the sale and collection of the ferry tickets and the parking lots that accommodate the passengers.

III. SCOPE OF WORK & REQUIREMENTS

A. Vessel Specifications and Requirements

1) Provide a passenger vessel with a minimum of seventy-five (75) passenger capacity, with inside seating for a minimum of fifty (50) passengers. The vessel(s) should be of a design to safely transit the intended route (Islesboro to Lincolnville, West Penobscot Bay, Maine).

APPENDIX A

- 2) The Vessel shall have a cruising speed of fifteen (15) knots or greater under normal service conditions at full load displacement. As used herein, the phrase “full load displacement” means: (i) full passenger load; (ii) required crew; (iii) normal stores and equipment; and (iv) full fuel and fresh water tanks.
- 3) At full load displacement the Vessel(s) shall be capable of the following:
 - a. Travel from the Islesboro town pier/floats at Grindle Point and the Lincolnville town pier/floats in Waldo County. The direct route between these two points is 2.8 nautical miles each way.
 - b. Departing one Terminal and arriving at the other within the allotted sailing time as specified in the sailing schedule (see Exhibit A). The crossing time shall not exceed 15 minutes.
 - c. Have a deep draft which will not impede berthing at either Islesboro or Lincolnville during the normal range of tide. Bidders are encouraged to check with harbor masters at both locations regarding draft restrictions.
 - d. Have a freeboard which facilitates loading and unloading passengers at both locations. The Maine DOT/MSFS will make minor modifications to the float(s) to accommodate the successful Bidder.
- 4) The Vessel’s engines and equipment shall be of makes and models for which parts and service are readily available in the Rockland area.
- 5) The Vessel(s) shall be accessible to persons with disabilities (i.e., space for a minimum of two (2) wheelchairs and ADA compliant access to/from the wheelchair spaces.)
- 6) The Vessel(s) shall be designed and constructed to operate with an unmanned engine room. The Vessel(s) shall: (i) have full pilot house control with a minimum of one (1) standard operating radar, a minimum of one (1) GPS device, a minimum of one (1) VHF marine radio; a minimum of one (1) depth sounder/fathometer, a minimum of one (1) magnetic compass; and (ii) have monitoring capability of engine lube oil pressure and jacket water temperature; and (iii) be equipped with low lube oil pressure shutdown and high jacket temperature alarms.
- 7) The Vessel(s) shall be compatible with the Islesboro town pier/floats at Grindle Point and the Lincolnville town pier/floats in Waldo County. Factors to be considered include vessel length, draft, breadth, and lateral load; and the gangway arrangement.
- 8) The Vessel(s) shall have at least one (1) unisex passenger restroom or alternatively one(1) men’s and one (1) women’s restroom. Note: Because of ADA accessible restrooms at the Lincolnville and Islesboro terminals, and the short route time, the Vessel’s restroom(s) need not be ADA compliant.
- 9) The Vessel(s) shall have easy access and storage for at least five (5) bicycles.
- 10) The Vessel shall have room for one patient gurney
- 11) The vessel(s) shall have sewage, potable water and fuel tanks capable of supporting continuous operation through a single day’s sailing schedule.
- 12) The Vessel(s) shall be outfitted with appropriate engine room fire extinguishing capabilities to meet the Vessel’s Certificate of Inspection (COI) requirements.
- 13) The Vessel(s) shall be outfitted with USCG-approved lifesaving appliances, per the Vessel’s Certificate of Inspection (COI).
- 14) The Vessel(s) shall have proper USCG certification and other licenses for service between ports in Penobscot Bay, Maine.

APPENDIX A

15) All Vessel Specifications in this section are applicable to the alternate vessel with the exception of Item #1- passenger capacity. The alternate vessel shall have a minimum of fifty (50) passenger capacity, with inside seating for a minimum of thirty (30) passengers.

16) The Vessel(s) shall be in possession of a recent (within one year) Marine Survey Report conducted/endorsed certified/accredited marine surveyor.

17). Must acquire insurances and provide certificates of insurance as specified in Rider B of Attachment A.

B. Vessel Availability

Confirm your ability to provide a Contract Vessel for the following term:

The Vessel must be delivered to and accepted by MSFS at an agreed upon port in Penobscot Bay, Maine. The delivery date shall be determined in advance in order for MaineDOT/MSFS representatives to perform a pre-inspection of the Vessel.

The Vessel and alternative vessel must be available for all times during the ten (10) week Project. Within that time period the vessel will only be needed for four weeks of actual service, and thereafter on a day-to-day basis, if necessary, as more fully described in Section II, Objectives.

C. Emergency Trip, Overnight Moorage, Crew Housing, Ticketing, and Fueling

The Vessel will serve as an alternate, secondary vessel for emergency, medical evacuations. The Vessel's Operator and/or Crew must provide 24 hour contact information to the Town of Islesboro's EMS Staff and be available for emergency, medical evacuation in the event that the Town's primary means of evacuation is, for whatever reason, unavailable.

At its sole expense, the MaineDOT/MSFS will provide overnight moorage for the Vessel at the Islesboro Town Pier/Floats.

At its sole expense, the MaineDOT/MSFS will provide fuel (low sulfur diesel oil) at the Lincolnville Town Pier/Floats.

At its sole expense, the MaineDOT/MSFS will provide housing for the Vessel's crew at the MSFS crew quarters located at Islesboro, Maine.

At its sole expense, the MaineDOT/MSFS will provide one or more crew members to sell MaineDOT/MSFS-issued passenger tickets for the Vessel and/or at the Islesboro/Lincolnville Terminals. All revenue from ticket sales will be the property of the MaineDOT/MSFS.

At its sole expense, the MaineDOT/MSFS will provide septic waste removal equipment if the vessel's design necessitates.

D. Customer Service Expectations-

The nature of this project involves considerable contact and interaction with the general public, state & municipal government representatives, local businesses, contractors, and possibly the media. The successful bidder must ensure that the passenger vessel crew/representatives maintain an excellent customer service environment, communicate with all stakeholders in a positive and helpful manner, and are attired in a neat & professional fashion.

APPENDIX A

IV. PROPOSAL SUBMISSION REQUIREMENTS

A. DATA, PLANS AND SPECIFICATION

1. Sign and submit the attached **Exhibit A**, Sailing schedule and Estimated Ridership, stating receipt and understanding of the schedule.
2. Submit the following data, plans and specifications for the Vessel(s):
 - A general description of the Vessels, Primary and Alternate, including the length, width, loaded draft, displacement tonnage, horsepower, cruising speed, etc. Complete the attached **Exhibit B**, Vessel Statistics;
 - Deck arrangement plans;
 - Machinery arrangement;
 - A list of major equipment by brand, model, and year of manufacture.
3. Complete and submit the Technical Data Report attached hereto as **Exhibit C**. If desired, attach additional Vessel data report(s).
4. Submit color photographs of the Vessel's exterior, passenger accommodations and pilot house control console. Specify the current location of the Vessel for MaineDOT/MSFS inspection, with pre-contract evaluation preference for locations in Penobscot Bay.
5. Submit a general description of the type of passenger seating and its arrangement.
6. Specify the location of the alternate Vessel in the event the contracted Vessel is out-of- service (e.g., mechanical breakdown, etc.). Specify the time duration needed for the alternate Vessel to arrive at Penobscot Bay and be ready for substitute service.
7. Provide contact names and telephone numbers of at least 3 previous customers that have had similar work performed by the Bidder.
8. Provide information/history of your company.

B. Financial Proposal-

The Bidder must submit a Financial Proposal (Exhibit D) specifying the daily Charter Rates for the operation of the Primary Vessel according to the sailing schedule as stated in Exhibit A. The daily Charter Rates must include any costs incurred by the Bidder for insuring the availability of an Alternate Vessel which must be made available within twenty-four (24) hours of any out-of-service event for the Primary Vessel.

Charter rates will only be paid for actual days the vessel is in operation.

C. Packaging Submittals

Unnecessarily elaborate brochures or presentation layouts, other than those sufficient to present a complete and effective proposal, are not desired.

Your Proposal, should be organized as closely as practicable to the format and sequence indicated above, and must be submitted as instructed by the "Bidding Instructions".

Bidder must be able to meet all requirements as indicated within this RFP.

APPENDIX A

V. GENERAL INFORMATION

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

VI. PROPOSAL EVALUATION

An Evaluation Committee will read and score each proposal. The Evaluation Committee will also require the Bidder to make the Vessel(s) available for inspection and/or sea trials at a port, date and time which are mutually agreeable to the MaineDOT/MSFS and the Bidder. An Evaluation Committee member will schedule inspections with the Bidder.

The Proposals will be scored on the basis of the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
1. Vessel Inspection/Sea Trial	50%
2. Price	25%
3. Meeting requirements/specifications	25%

The contract award will be made to the bidder whose Proposal receives the Committee's highest score following the final review.

The Committee reserves the right to request additional information from Bidders and to request clarification if needed.

APPENDIX A
EXHIBIT A

ISLESBORO/LINCOLNVILLE BRIDGE CLOSURE
PASSENGER-ONLY CHARTER

SAILING SCHEDULE
AND
ESTIMATED RIDERSHIP

DAILY SCHEDULE			
Depart Islesboro	Est. Ridership	Depart Lincolville	Est. Ridership
6:30 a.m.	40	7:00 a.m.	75
7:30 a.m.	40	8:00 a.m.	75
8:30 a.m.	40	9:00 a.m.	50
9:30 a.m.	40	10:00 a.m.	40
10:30 a.m.	30	11:00 a.m.	40
12:30 p.m.	50	1:00 p.m.	75
1:30 p.m.	30	2:00 p.m.	40
2:30 p.m.	30	3:00 p.m.	40
3:30 p.m.	75	4:00 p.m.	50
4:30 p.m.	75	5:00 p.m.	50

NOTE: The sailing Schedule is subject to change based on the Maine DOT & Maine State Ferry Service operational requirements.

ACKNOWLEDGE RECEIPT & UNDERSTANDING:

SIGNATURE: _____
(Signature of Legally Authorized Representative of Bidder)

PRINT NAME: _____

TITLE: _____

COMPANY: _____

APPENDIX A
EXHIBIT B

ISLESBORO/LINCOLNVILLE BRIDGE CLOSURE
PASSENGER-ONLY CHARTER

VESSEL STATISTICS

Proposer: _____

The following are the statistics required for Primary Vessel and Alternate Vessel included in the Vessel Charter proposal submitted to the Maine Department of Transportation. Please complete the forms (one form for each vessel) and submit with Proposal.

PRIMARY VESSEL:

A. VESSEL'S NAME: _____

B. OFFICIAL NUMBER: _____

C. LENGTH: _____

D. WIDTH: _____

E. DRAFT: _____

F. CRUISING SPEED: _____
(fully loaded)

G. PASSENGER CAPACITY: _____

H. INSIDE SEATING: _____

I. FUEL CAPACITY: _____

J. FRESH H2O CAPACITY: _____

K. DISPLACEMENT TONNAGE: _____ (Long Tons)

L. VESSEL FREEBOARD: _____

APPENDIX A
VESSEL STATISTICS

ALTERNATE VESSEL:

- A. VESSEL'S NAME:** _____
- B. OFFICIAL NUMBER:** _____
- C. LENGTH:** _____
- D. WIDTH:** _____
- E. DRAFT:** _____
- F. CRUISING SPEED:** _____
(fully loaded)
- G. PASSENGER CAPACITY:** _____
- H. INSIDE SEATING:** _____
- I. FUEL CAPACITY:** _____
- J. FRESH H2O CAPACITY:** _____
- K. DISPLACEMENT TONNAGE:** _____ (Long Tons)
- L. VESSEL FREEBOARD:** _____

The Vessels conform in all respects to the technical and service data provided in this document as submitted by the Proposer; and is in good order and condition and in all respects seaworthy.

Maine DOT shall have full opportunity to inspect the Primary Vessel, determine its capabilities and operating characteristics, review the Vessel's plans and operating and equipment manuals, and ascertain its suitability for the intended service.

SIGNATURE : _____
(Legally Authorized Representative of Bidder)

PRINT NAME _____

TITLE: _____

DATE: _____

APPENDIX A
EXHIBIT C

ISLESBORO/LINCOLNVILLE BRIDGE CLOSURE
PASSENGER-ONLY CHARTER

TECHNICAL DATA REPORT

Proposer: _____

The following is the Technical Data information report required for the Primary Vessel and Alternate vessel included in the Vessel Charter Proposal submitted to the Maine Department of Transportation. Please complete the forms (one form for each vessel) and submit with Proposal.

PRIMARY VESSEL:

A. VESSEL'S NAME: _____

B. CONSTRUCTION DATE: _____

C. CONSTRUCTION LOCATION: _____

D. FUEL CAPACITY: _____

E. # OF FUEL TANKS: _____

F. # OF OIL TANKS: _____

G. # OF WASTE FUEL TANKS: _____

H. LOCATION OF FUEL TANKS: _____

I. LOCATION OF OIL TANKS: _____

J. DESCRIBE WASTE OIL TRANSFER SYSTEM: _____

K. DRAFT: _____

L. HULL DESIGN: _____

M. HULL CONSTRUCTION: _____

APPENDIX A

N. # OF WATERTIGHT COMPARTMENTS: _____

O. POTABLE WATER CAPACITY: _____

P. LIFERAFTS/LIFEBOATS (total capacity): _____

Q. # OF LIFE VESTS: _____

R. DESCRIBE RESTROOM FACILITIES: _____

S. DESCRIBE INTERNAL COMMUNICATIONS SYSTEMS: _____

T. SEWAGE TANK CAPACITY: _____

U. MARINE SANITATION DEVICE INSTALLED? _____

V. SEWAGE PUMPING ABILITY? _____

W. DESCRIBE TYPE OF PASSENGER SEATING ONBOARD: _____

X. DESCRIBE TYPE OF PASSENGER LOADING/UNLOADING EQUIPMENT (if any): _____

Y. LIST FIREFIGHTING EQUIPMENT: _____

APPENDIX A

Z. GIVE A BRIEF DESCRIPTION OF THE NAVIGATIONAL EQUIPMENT: _____

AA. LIST ALL SUBSTANTIVE REPAIRS THAT HAVE BEEN MADE TO THE VESSEL.

LIST ALL KNOWN DEFECTS OR DEFICIENCIES ON THE VESSEL AT THE TIME OF THIS PROPOSAL: _____

BB. List Name (if known), licenses/certificates held, and complement.

OPERATORS(s): _____

DECKHAND(s): _____

ENGINE PERSONNEL: _____

CC. DOES THE VESSEL HAVE PROPER USCG CERTIFICATION & OTHER LICENSES FOR OPERATION IN PENOBSCOT BAY? _____

DD. TYPE OF PROPULSION ENGINES (Give manufacturer & model #): _____

EE. NUMBER OF PROPULSION ENGINES: _____

FF. RATED BRAKE HORSEPOWER PER ENGINE: _____

APPENDIX A

GG. MANUFACTURERS SUGGESTED ENGINE OVERHAUL SCHEDULE: _____

HH. CURRENT ENGINE SERVICE HOURS SINCE LAST OVERHAUL: _____

II. LUBE OIL CAPACITY PER ENGINE: _____

JJ. TYPE OF EMERGENCY POWER: _____

KK. TYPE AND NUMBER OF PROPELLERS: _____

LL. TYPE AND NUMBER OF RUDDERS: _____

SIGNATURE : _____

(Legally Authorized Representative of Bidder)

PRINT NAME _____

TITLE: _____

DATE: _____

APPENDIX A

ISLESBORO/LINCOLNVILLE BRIDGE CLOSURE
PASSENGER-ONLY CHARTER

TECHNICAL DATA REPORT

ALTERNATE VESSEL:

A. VESSEL'S NAME: _____

B. CONSTRUCTION DATE: _____

C. CONSTRUCTION LOCATION: _____

D. FUEL CAPACITY: _____

E. # OF FUEL TANKS: _____

F. # OF OIL TANKS: _____

G. # OF WASTE FUEL TANKS: _____

H. LOCATION OF FUEL TANKS: _____

I. LOCATION OF OIL TANKS: _____

J. DESCRIBE WASTE OIL TRANSFER SYSTEM: _____

K. DRAFT: _____

L. HULL DESIGN: _____

M. HULL CONSTRUCTION: _____

N. # OF WATERTIGHT COMPARTMENTS: _____

O. POTABLE WATER CAPACITY: _____

P. LIFERAFTS/LIFEBOATS (total capacity): _____

Q. # OF LIFE VESTS: _____

APPENDIX A

R. DESCRIBE RESTROOM FACILITIES: _____

S. DESCRIBE INTERNAL COMMUNICATIONS SYSTEMS: _____

T. SEWAGE TANK CAPACITY: _____

U. MARINE SANITATION DEVICE INSTALLED? _____

V. SEWAGE PUMPING ABILITY? _____

W. DESCRIBE TYPE OF PASSENGER SEATING ONBOARD: _____

X. DESCRIBE TYPE OF PASSENGER LOADING/UNLOADING EQUIPMENT (if any): _____

Y. LIST FIREFIGHTING EQUIPMENT: _____

Z. GIVE A BRIEF DESCRIPTION OF THE NAVIGATIONAL EQUIPMENT: _____

APPENDIX A

AA. LIST ALL SUBSTANTIVE REPAIRS THAT HAVE BEEN MADE TO THE VESSEL.

LIST ALL KNOWN DEFECTS OR DEFICIENCIES ON THE VESSEL AT THE TIME OF THIS PROPOSAL: _____

BB. List Name (if known), licenses/certificates held, and complement.

OPERATORS(s): _____

DECKHAND(s): _____

ENGINE PERSONNEL: _____

CC. DOES THE VESSEL HAVE PROPER USCG CERTIFICATION & OTHER LICENSES FOR OPERATION IN PENOBSCOT BAY? _____

DD. TYPE OF PROPULSION ENGINES (Give manufacturer & model #): _____

EE. NUMBER OF PROPULSION ENGINES: _____

FF. RATED BRAKE HORSEPOWER PER ENGINE: _____

GG. MANUFACTURERS SUGGESTED ENGINE OVERHAUL SCHEDULE: _____

HH. CURRENT ENGINE SERVICE HOURS SINCE LAST OVERHAUL: _____

APPENDIX A

II. LUBE OIL CAPACITY PER ENGINE: _____

JJ. TYPE OF EMERGENCY POWER: _____

KK. TYPE AND NUMBER OF PROPELLERS: _____

LL. TYPE AND NUMBER OF RUDDERS: _____

SIGNATURE : _____
(Legally Authorized Representative of Bidder)

PRINT NAME _____

TITLE: _____

DATE: _____

**APPENDIX A
EXHIBIT D**

Financial Proposal
Daily charter rate for the operation of the Vessel

The daily charter rate includes costs incurred for insuring the availability of an alternate vessel which must be made available within 24 hours of any out of service event for the primary vessel.

Charter rate per day - \$_____

Charter rates will only be paid for actual days the vessel is in operation. The MaineDOT estimates the need to be a 4 week period between September 28, 2009 and November 14, 2009.

Signature : _____
(Legally Authorized Representative of Bidder)

Print Name: _____

Title: _____

Date: _____

APPENDIX B
SPECIAL PROVISIONS
FOR STATE FUNDED TRANSPORTATION RELATED SERVICES

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“ The Bidder with the highest scored responsive Bid as determined by the Department is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidder if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, Request for Proposal information and worksheets, 2 copies of the completed Contract Agreement form and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

103.4 Notice of Award Delete the section in its entirety and replace with the following:

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance certificates, special certifications, and other information from the Apparent Highest Scored Bidder. The Apparent Highest Scored Bidder is determined by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder with the Evaluation Committee’s highest total score if the bid is determined to be responsive, the pre-Award Conditions are met and the

September 15, 2008

Department chooses to Award the Contract. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If the Department and the Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable.

A Bid Guaranty is not required.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.1 Contractor's Safety Program Delete the entire section 105.2.1

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION
BASIS OF AWARD

The successful bidder is determined by using the weighted criteria described in the Request for Proposal. The award will be granted to the bidder with the Evaluation Committee's highest total score.

SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE
Insurance

These insurance provisions are repeated here from the Standard Specifications for clarity:

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Marine Insurance Requirements

The vessel(s) utilized in fulfilling this contract must be specifically scheduled as an insured vessel(s) on all policies, except the workers' compensation and USL&H.

A. Minimum Scope of Insurance Coverage required:

1. Protection and Indemnity Insurance, including Jones Act (crew) coverage and excess collision coverage; and
2. Hull insurance, including collision liability if primary collision liability is not provided under the protection and indemnity insurance; and
3. Workers' compensation as required by law with a USL&H endorsement; and
4. Environmental impairment (pollution) liability.

B. Minimum Limits of Insurance Limits required -

1. Protection and Indemnity Insurance: \$5,000,000 per occurrence; excess collision liability limit to match;
2. Hull Insurance; stated value
3. Statutory limits
4. Environmental impairment (pollution) liability: no less than federal requirements and at least \$5,000,000.

All policies should contain a revised cancellation clause allowing 30 days notice to the State in the event of cancellation for any reason including nonpayment.