

Maine Port Authority
Request for Quotes

REACH STACKERS

QUOTES ARE INVITED BY THE MAINE PORT AUTHORITY (HEREIN AFTER MPA) FOR THE FOLLOWING:

EQUIPMENT DESCRIPTION: Two (2) Reach Stackers suitable for port operations in a marine environment.

NOTE: THERE WILL BE NO PUBLIC BID OPENING

- ANY VENDORS THAT FAIL TO COMPLETE AND SUBMIT ALL NECESSARY ACCURATE REQUIREMENTS WILL BE CONSIDERED AS NON-RESPONSIVE AND THE BID WILL BE REJECTED.
- A REACH STACKER BUILD SHEET MUST BE SUBMITTED WITH THE BIDDER'S PROPOSAL STATING WHAT IS BEING OFFERED AND MUST REPRESENT EXACTLY WHAT THE MANUFACTURER WILL BE PROVIDING IF THEY ARE AWARDED THE BID. REACH STACKER PERFORMANCE AND WARRANTY DATA MUST BE PROVIDED, FEDERAL REQUIREMENTS AND CERTIFICATIONS MUST BE FILLED OUT ACCURATELY.

GENERAL INSTRUCTIONS ON BIDDER QUESTIONS

It is the responsibility of each Bidder to examine the entire Request for Quotations ("RFQ") and to seek clarification by submitting questions to the MPA through Matthew Burns, Acting Executive Director, MPA by email at Matthew.Burns@maine.gov. Any answers to questions will be supplied to all bidders as an addendum posted on the MPA website (www.maineports.com). It is the bidder's responsibility view all questions and answers posted on the MPA's website. Additional information obtained any other way will not be valid.

SUMMARY

For this competitive RFQ process, The MPA seeks quotations (also referred to as "bids" or "responses" or "proposals" herein) to provide the equipment listed above. This document provides instructions and descriptions of requirements for this competitive process.

KEY DATES

- **APPROVED EQUALS REQUEST AND QUESTIONS:** Requests for "approved equals" to specifications, protests of specifications, and requests for clarification/questions must be submitted and received by the MPA by email to Matthew.Burns@maine.gov by 2:00 PM (EST) on Wednesday, August 18th, 2021.
- **RESPONSE TO APPROVED EQUALS REQUESTS AND QUESTIONS:** MPA responses Requests for "approved equals" to specifications, protests of specifications,

and requests for clarification/questions will be supplied to vendors as an Addendum and posted on: www.maineports.com on Friday, August 20th, 2021.

- **QUOTATION DUE DATE:** Quotations must be received no later than 2:00 PM (EST) on Friday, August 27th, 2021. Quotations received after the 2:00 PM deadline will not be accepted.
- **BIDS WILL BE EVALUATED PROMPTLY AND A CONDITIONAL AWARD WILL BE MADE TO THE BEST VALUE BIDDER ON OR BEFORE SEPTEMBER 10th, 2021.**

RFQ REQUIREMENTS

1. DESCRIPTION OF REQUIREMENTS:

The following is a description of the equipment sought by the MPA under this RFQ.

- See Appendix B

2. BID CONTENT REQUIREMENTS:

All bids should contain the following information as attachments, in the Appendices listed below:

- Appendix A: Completed Bid Cover Page
- Appendix B: Detailed Specifications
- Appendix C: Debarment Form
- Certificate of Insurance

3. AGREEMENT TERM / DELIVERY DATE:

The Bidder shall specify a delivery day(s) based on conditional contract award date going forward. The Reach Stackers shall be delivered CIF to the International Marine Terminal in Portland, Maine U.S.A. This final destination and method of delivery shall be reflected in the bid price.

4. SUBMITTING A QUOTATION:

- a. **Submission Instructions:** Bidders must submit a hard copy and electronic copy on flash drive **proposal package with all required documents and information to:**

**Maine Port Authority
Attn: Matthew Burns
460 Commercial St.
Portland, ME
04101**

**Please plainly mark on the outside of package:
*Do Not Open before 2:00 PM on August 27th, 2021***

- b. **Bidder's specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. GENERAL INSTRUCTIONS:

- a. The Bidder must submit a cost quotation response that covers the Reach Stackers and term of the contract in United States Dollars.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the Agreement terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of MPA.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the Agreement with the MPA may be included in the quotation.
- e. The MPA is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the MPA at the point of Agreement finalization.
- f. The following requirements and conditions shall be considered an essential part of the specifications and proposal:
 - i. Proposals are requested for the above listed items to be purchased by the MPA. Purchase of the Reach Stacker is subject to funds appropriated by the State Legislature.
 - ii. Bid must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.
 - iii. All quotations/pricing shall be in United States Dollars.

6. APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

- a. The MPA is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon

- application, an exemption certificate can be furnished by the MPA at the point of Agreement finalization.
- b. Reach Stackers and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the vehicle must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
 - c. No advantage shall be taken by the manufacturer or bidder in the omission of parts or details required to make the vehicle complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other vehicle in the proposal.
 - d. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of the Reach Stackers pursuant to these specifications.
 - e. The MPA reserves the right to accept or reject any or all quotes for any reason, including, but not limited to, the following:
 - i. Equivalency of proposed specifications versus specifications included in this RFQ.
 - ii. High lifecycle operating and maintenance costs based on evaluation of Reach Stacker performance.
 - iii. Quotes considered non-responsive due to lack of required certifications and information.

7. DELIVERY REQUIREMENT:

The MPA will be responsible for assuring that the delivered Reach Stackers comply with the successful bidder’s bid proposal. The MPA will perform a thorough examination and make the final determination as to the compliance of the Reach Stackers with these specifications.

This examination will take place on the on the date of delivery or as soon as possible thereafter. MPA will make a final determination of compliance within five Business Days of the actual date of delivery. Business Days shall only include Monday through Friday, excluding any national holidays observed in the USA.

8. TRAINING:

Training for both maintenance and operation on proposed Reach Stackers will be provided by the successful bidder and the manufacturer within three weeks of delivery at the International Marine Terminal in Portland, Maine, U.S.A. All training costs will be included in bid price and bidder must include the training agenda and detailed description of the maintenance & operation training in their submittal.

9. REQUEST FOR “APPROVED EQUAL” PROCEDURES

- a. Any request for “approved equal” or protest of specifications must be fully supported with technical data, test results, or other pertinent evidence that the proposed substitute is equal to or better than the specification requirement. In addition, any test requirements in the specifications pertaining to an item under consideration for “approved equal” must be submitted with the request for “approved equal”.
- b. The MPA replies to requests for “approved equals” to specifications, protests of specifications, and requests for clarification will be posted as an addendum to the www.maineports.com website
- c. Changes to the specifications will be posted as an addendum to the www.maineports.com website.

10. QUOTATION EVALUATION AND SELECTION

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. MPA RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the MPA. Once it has been determined that the equipment conforms to the specifications listed, and other Best Value considerations have been made, then the MPA will make its award decision based on the lowest responsible Bidder.
- b. At the discretion of the MPA, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for award.
- c. In the event that no Bidder submission conforms to the specifications of this RFQ, then the MPA may choose not to make any award. Alternatively, MPA may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ and timely delivery.
- d. If the specifications provided with this RFQ are of a technical nature, then the MPA may at their discretion seek to use an evaluation team comprised of subject matter experts, end-users and MPA representatives. In that case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.
- e. Bid award is also contingent upon the availability of funds. If funding is not available for the requested product(s) at the time of the bid submission date, the RFQ process will be canceled. If funding is available but is less than the price quoted by the

selected bidder, the MPA may either negotiate with the selected bidder or reject all bids.

- f. The MPA reserves the right to reject all bids and cancel the RFQ process at any time.
- g. MPA shall not be liable for any costs incurred by vendors or their subcontractors in the preparation of bids

11. NEGOTIATIONS:

- a. No Best and Final Offers. The MPA 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 quotation.
- b. The MPA will work with awardee to prepare a draft Agreement using the “Draft High Value Contract” in **Appendix D** as a template. All bidders are encouraged to review appendix to familiarize themselves with the MPA’s standard contract language. The draft agreement will incorporate the key terms from this RFQ and the successful proposal. The MPA reserves the right to negotiate with the successful Bidder to finalize the Agreement at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The MPA reserves the right to terminate Agreement negotiations with a selected Bidder who submits a proposal significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable Agreement cannot be negotiated with the highest ranked Bidder, the MPA may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable Agreement has been finalized. Alternatively, MPA may at its sole discretion cancel the RFQ.

PART I - GENERAL INFORMATION ON RFQs

TERMS AND CONDITIONS FOR RFQ

A. PURPOSE AND BACKGROUND:

This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the MPA and the selected Bidder will enter into a final contract that includes but is not limited to sections of this RFQ including appendices or attachments and the finalized proposal.

B. GENERAL PROVISIONS:

1. Issuance of this RFQ does not commit the MPA to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the MPA may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous Agreement history between the MPA and the Bidder (if any). The MPA also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least **180 days** from the date and time of the bid opening.
4. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
5. The MPA, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
6. The resulting Agreement will be funded by a combination of State funds. All applicable state and federal laws, whether or not herein contained, shall be included

by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. DELIVERY TERMS:

Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of CIF International Marine Terminal, Portland, Maine, U.S.A. The MPA intends for this to mean that all goods shall be priced in the bid response to include shipping charges and insurance to the International Marine Terminal, Portland, Maine U.S.A. This shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

PART II - AGREEMENT ADMINISTRATION AND CONDITIONS

A. AGREEMENT DOCUMENT

Awarded vendor will be required to sign an Agreement that includes but is not limited to sections of this RFQ and the finalized proposal form which will be part of the Master Agreement award document.

B. INDEPENDENT CAPACITY

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. PAYMENT AND OTHER PROVISIONS

MPA shall work with selected vendor on final terms of acceptable progress payments as the Reach Stackers are manufactured and delivered. Upon receipt of an accurate and acceptable invoice the State anticipates paying the selected Bidder for goods and services received, on the basis of Net 30 Day payment terms for each invoice.

The MPA reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check and ETF.

PART III – APPENDICES

APPENDIX A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES**

BID COVER PAGE

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and is quoted in USD.
- This bid and the pricing structure contained herein will remain firm for a period of **180 days** from the date and time of the bid opening; and
- That no personnel currently employed or contracted to the MPA participated either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	
Date:	

APPENDIX B
DETAILED SPECIFICATIONS
REACH STACKERS
TECHNICAL SPECIFICATIONS
FOR
PORTLAND, MAINE, U.S.A.

General Bidder Information:

The Maine Port Authority (MPA) requires two (2) Reach Stackers suitable for container handling operations in a marine environment.

The bidders shall provide detailed specifications for their respective equipment. To be considered for bid selection, the reach stackers described in the bid must meet the base specifications detailed herewith.

Base Specifications:

The Maine Port Authority requires the following elements to be provided and conditions satisfied with the proposed reach stackers.

- Capacities

1 st Row		
94,000lb	2 nd Row	
99,000lb	75,000lb	3 rd Row
99,000lb	79,000lb	46,000lb
99,000lb	83,000lb	46,000lb
99,000lb	83,000lb	46,000lb
5 high	4 high	3 high

- Fully automatic spreader capable of lifting 20-foot, 40-foot ISO containers.
- Tier 4 compliant diesel engine with DEF.
- 90-degree rotation capability for containers
- Have a built-in scale providing the operator with a digital readout of the container being lifted. This scale should be approved for the Safety of Life At Sea (SOLAS) requirements for Verified Gross Mass (VGM) of a loaded container.
- A Load Moment Indicator (LMI) or similar device is required. The LMI should have limits to prevent the stacker from lifting a load that is beyond the Reach Stacker's capability.
- LED lights – rear, brake, parking and blinker-light
- LED indication lights for twist locks
- All standard LED working lights on spreader, boom and base reach stacker

Reach Stacker RFQ

- Remote diagnostic modem so that the manufacturer can troubleshoot the reach stackers from an offsite location if necessary.
- Engine block, hydraulic tank, DEF tank, diesel tank and fuel filter heaters for optimal operation in cold weather environments.
- Forward/reverse moveable cab.
- Spreader Tilt/lock function.
- Climate controlled operator cabin.
- Automatic central greasing system for spreader and the base machine.
- Hydraulic powered slope pile adjustment.
- Over-height lugs to interact with our existing Bromma OSR45 Overheight rack.
- Rigging points on spreader for manually rigging containers with slings and shackles.
- Mirrors on the sides of the reach stackers as well as a reverse looking mirror in the operator cab.
- Heaters for the mirrors.
- Cabin amenities shall include; sun visors, auxiliary 12V and 24V jack, USB port, interior storage compartment.
- Air-cushioned seat with headrest, armrest, and 3-point safety belt with safety belt buzzer.
- Camera system for the operator for viewing under the spreader, as well as side and reverse cameras.
- Idle automatic shut off.
- Front and Rear window wipers and washers.
- Radio with AM/FM, CD and USB input

Training:

The MPA will require on-site training for use of the Reach Stackers within three weeks of purchase.

Operator Manuals:

Two full sets of operator's manuals and service and maintenance manuals must be provided to the MPA, one physical and one digital. A spare parts catalog must be provided. A full set of schematics and drawings illustrating dimensions, sizes, lengths, and material properties must be provided.

Paint and Markings:

All areas of the Reach Stackers are to be painted with a corrosion-resistant paint system appropriate for the marine environment. Steel shall be coated with a two-part epoxy marine grade coating. Total dry film thickness shall be no less than 5mm. The MPA requires that the Maine Port Authority logo be placed on the Reach Stackers at the Bidder's expense. The MPA will provide the logo to the successful Bidder.

Technical Assistance:

The MPA does require warranty based service for this equipment. Additionally, it is important that service calls can be made on site in a prompt and timely manner by a certified technician. It is also noted that a large factor in the decision-making process for this Reach Stackers will be the availability and price of parts as well as the ability to get parts on location in a timely manner.

Bidder shall provide a price list of recommended spare parts and accessories for the Reach Stackers. This list shall be sufficient to describe the extent of consumable spare parts required in one (1) year. At a minimum, the list shall include additional pins, bushings, fittings, filters, fluids, fuses, hoses and touch-up paint. The MPA decision will be based on the location and accessibility of spare parts. Please include with your proposal the nearest warehouse location for spare parts and an estimated delivery timeframe to the International Marine Terminal, Portland, Maine, U.S.A.

State and Federal Compliance:

MPA requires that the Reach Stackers be delivered with all current certificates required by state and federal laws for operation.

Delivery Date/Method:

The Bidder shall specify a delivery date based on the notice of bid award date listed in the last page of the RFQ. The MPA reserves the right to withdraw the award of the bid in the event that the Reach Stackers are not delivered by the delivery date. Ten (10) days' notice shall be provided to the MPA once the delivery is underway, to confirm the Delivery Date. The Reach Stackers shall be delivered directly to the International Marine Terminal, Portland, ME, U.S.A. This final destination and method of delivery shall be reflected in the bid price.

Determination of Compliance with Inspections:

The Executive Director of the MPA (or its designee) will be responsible for assuring that the delivered Reach Stackers comply with the successful bidder's bid proposal. The Executive Director (or its designee) will perform a thorough examination and make the final determination as to the compliance of the Reach Stackers with these specifications.

This examination will take place on the delivery date. If the Reach Stackers are delivered prior to the delivery date, the MPA will attempt to perform its examination on the date of delivery, however, shall remain under no formal obligation to do so. If the Reach Stackers are delivered after 12:00PM on the delivery date, the MPA shall perform its examination of the Reach Stackers and make final determination as to its compliance with these specifications within five Business Days of the actual date of delivery. Business Days shall only include Monday through Friday, excluding any national holidays observed in the USA.

Additional Information to be Provided:

The following attachments shall be provided with the bid proposal:

1. A statement detailing any deviations from these specifications.
2. The technical specifications of the Reach Stackers proposed.

3. Technical support information (if applicable).
4. Certificate of paint coating system.
5. Detailed description of after sales services, locations of spare parts storage & service centers and number & location of service engineers within the continental USA and Canada.

Warranty:

The MPA is requiring a manufacturer's warranty, to include parts and labor, of no less than one (1) year or 4000 hours from acceptance by the MPA, whichever comes first.

Additional Provisions:

The Reach Stackers must comply and provide documentation of compliance with the Noise Control Act (Title 42, Chapter 85.) and the Clean Air Act.

Currency:

All bid proposal prices are to be in US Dollars.

Terms of Payment:

The MPA is interested in obtaining these Reach Stackers on a direct purchase agreement. Bid proposal should detail the specific terms of the direct purchase agreement. The MPA reserves the right to negotiate payment terms with the successful Bidder.

APPENDIX C

Maine Port Authority DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION Reach Stackers

Bidder's Organization Name:	
------------------------------------	--

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Authority.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX D



SERVICE CONTRACT

DATE:

CONTRACT AMOUNT: \$

START DATE:

END DATE:

MPA Contract No:

This Contract, is between the Maine Port Authority (MPA) and Provider:

Maine Port Authority

Address: **460 Commercial Street**

City: **Portland**

State: **ME**

Zip Code: **04101**

PROVIDER

PROVIDER:

Address: Click or tap here to enter text.

City: Click or tap here to enter text.

State: Click or tap here to enter text.

Zip

Code: Click or tap here to enter text.

Provider's Customer #:

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Maine Port Authority

Provider

Signature **Matthew B. Burns, Interim ED** **Date**

Signature **Date**

MPA AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the MPA for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Matthew B. Burns, Interim Executive Director**

Email: **matthew.burns@maine.gov**

Address: **460 Commercial Street**

City: **Portland**

State: **ME**

Zip Code: **04101**

Telephone: **(207) 200-2400**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the MPA shall be submitted to:

Name:

Email: Click or tap here to enter text.

Address: Click or tap here to enter text.

City: Click or tap here to enter text.

State: Click or tap here to enter text.

Zip Code: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C – Exceptions
<input type="checkbox"/>	Rider D – Included at MPA's Discretion
<input type="checkbox"/>	Rider E – Included at MPA's Discretion
<input type="checkbox"/>	Rider F – Included at MPA's Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Other – Included at MPA's Discretion

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS	
Contract	Formal and legal binding agreement
MPA	Maine Port Authority
Provider	Organization providing services under this Contract

II. INTRODUCTION/OVERVIEW:

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

IV. PERFORMANCE MEASURES:

**RIDER B
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: MPA will pay the Provider as follows: Payment terms are net 30 days from the date the MPS receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the MPA. All invoices must include the Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the MPA, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MPA employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the MPA with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the MPA.
4. MPA'S REPRESENTATIVE. The Contract Administrator shall be the MPA's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the MPA when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider.
5. CHANGES IN THE WORK. The MPA may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the MPA of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) MPA employee or (b) any former MPA employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
 10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or

person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the MPA shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the MPA. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the MPA or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the MPA whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the MPA. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the MPA shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the MPA regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the MPA and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages,

including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the MPA, or for actions taken in reasonable reliance on written instructions of the MPA.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

17. APPROVAL. This Contract must have the approval of the Maine Port Authority Board before it can be considered a valid, enforceable document.

18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the MPA from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the MPA with written or photocopied verification of the existence of such liability insurance policy.

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the MPA does not receive sufficient funds to fund this Contract and other obligations of the MPA, if funds are de-appropriated, or if the MPA does not receive legal authority to expend funds from the Board of the Maine Port Authority, then the MPA is not obligated to make payment under this Contract.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Rider D Included at MPA's Discretion
- Rider E Included at MPA's Discretion
- Rider F Included at MPA's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Other Included at MPA's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the

delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

23. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
24. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the MPA and Provider.
25. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider section

RIDER D

Title:

(Included at MPA's Discretion)

Enter Rider D here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA– make sure Rider D is not checked.

RIDER E

Title:
(Included at MPA's Discretion)

Enter Rider E here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA— make sure Rider E is not checked.

RIDER F

Title:
(Included at MPA's Discretion)

Enter Rider F here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA– make sure Rider F is not checked.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- ☐ **United States. Please identify state: Enter State**
- ☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the MPA of any changes to the information provided above.

Other:

Title:

(Included at MPA's Discretion)

Enter Other here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA— make sure Other is not checked.