

MAINE PORT AUTHORITY



Request for Quotation #: 001

REQUEST FOR QUOTATIONS FOR: ONE (1) AUTOMATIC TELESCOPING CONTAINER SPREADER

Quotations/Responses Due: 1/11/2020 at 1600hrs not later than 1600hrs EST.

Note: All questions and must be provided via email to the **Request For Quotation (RFQ) coordinator, Jonathan Nass, CEO, Maine Port Authority (jon.nass@maineports.com)**.

No other person/State employee is empowered to make binding statements or responses regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the Maine Port Authority's discretion.

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q&A process. Any answers to questions will appear on the maineports.com website as well. It is the vendor's responsibility to view all questions and answers posted. Additional information obtained any other way will not be valid. The question and answer (Q&A) period will expire on 1/11/2020 at 1600hrs. Responses to questions will be posted in an addendum to the maineports.com website no later than 1/18/2020 at 1600hrs.

Summary

For this competitive RFQ process, the Maine Port Authority (AUTHORITY) seeks quotations (also referred to as "bids" or "responses" herein) to provide one (1) automatic telescoping container spreader (SPREADER) for use in container handling operations. The SPREADER will be for use with the AUTHORITY'S mobile harbor cranes located at the International Marine Terminal (IMT) in Portland, Maine. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the AUTHORITY under this RFQ.

- **Please see Appendix B on page 15**

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required, all bids should contain the following information as attachments in the following order:

- 1) **Appendix A: Bid Cover Page and Debarment Form (Pages 13 & 14 of this document);**
- 2) **Cost Response Sheet: This must be a detailed itemized quotation;**
- 3) **Product Data/Information Sheets;**
- 4) **Warranty Information;**
- 5) **Description of the bidder and a list of names of the principals involved;**
- 6) **A list of customers with whom the bidder currently does business, which includes the location closest to the International Marine Terminal, Portland, Maine where a SPREADER of the same model as is being proposed is in operation;**
- 7) **Technical support information;**
- 8) **A worldwide reference list for the last two (2) years – 2018 and 2019;**
- 9) **Detailed description of after sales services, locations of spare parts storage and service centers and number/location of service engineers within the continental USA and Canada.**
- 10) **Price List of recommended Spare Parts.**

3. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on 1/24/2020 at 1600hrs. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids by mail to:

**Maine Port Authority
Attn: Jonathan Nass, CEO
460 Commercial St.
Portland, Maine
04101**

- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the AUTHORITY to consider in its best value determination.

- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. Withdrawal of a bid must be submitted via email to Jon Nass (jon.nass@maine.gov). Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Attachments must be clearly labeled in the requested order listed in item 2 of this section 'Bid Contents Requirements'.
- f. **Vendor 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 AUTHORITY.

4. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal, if applicable.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract 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 the AUTHORITY.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the AUTHORITY may be included in the quotation.
- e. The AUTHORITY 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 AUTHORITY at the point of contract finalization.

5. Quotation Evaluation and Selection

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

- a. The AUTHORITY's RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take 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 AUTHORITY. Once the goods or services have been determined to conform to the specifications then the AUTHORITY will make its award decision based on the lowest price among the Bidders. **Delivery days can be a factor in awarding.**
- b. The AUTHORITY reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance, and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the AUTHORITY, 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 contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the AUTHORITY may choose not to make any award. Alternatively, the

AUTHORITY may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the AUTHORITY, at its discretion, may make a contract award to the Bidder meeting four requirements.

- e. If the specifications provided with this RFQ are of a technical nature, then the AUTHORITY's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

6. Negotiations

- a. No Best and Final Offers: The AUTHORITY 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 AUTHORITY reserves the right to negotiate with the successful Bidder to finalize a contract 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 AUTHORITY reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the AUTHORITY may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the AUTHORITY may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The AUTHORITY seeks quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. 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 AUTHORITY and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the AUTHORITY and the selected Bidder will enter into a contract or Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the AUTHORITY 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 (such as the submitted Q & A), as issued by the AUTHORITY. 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 AUTHORITY may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the AUTHORITY and the Bidder (if any). The AUTHORITY 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. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. 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.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The AUTHORITY, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The AUTHORITY reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.

8. All applicable 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. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to the AUTHORITY's Requests for Quotations.

D. Delivery Terms

The Bidder shall specify the number of calendar weeks from the notice of award of bid that will be required for delivery of the SPREADER to the Port of Portland.

For the purchase of goods, the AUTHORITY and selected Bidder will decide upon a delivery date in accordance with the AUTHORITY's requirements and the terms offered in the Bidder's quotation. ***Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination Prepaid and Allowed"***. The AUTHORITY intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the AUTHORITY's desired location. The "FOB – Destination" shipping term is also intended to mean that the AUTHORITY shall not bear any responsibility for the goods in question until the AUTHORITY takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here:

<http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract with the AUTHORITY.

Terms and Conditions

The Vendor shall deliver the SPREADER ordered in accordance with the requirement of this RFQ, the following language will be incorporated into the final Agreement.

a. INDEPENDENT CAPACITY

In providing the SPREADER under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

b. STATUS REPORTS

Prior to the start of work, the Vendor shall furnish the AUTHORITY with a proposed progress schedule. During construction of the SPREADER, the vendor will periodically be asked for updates to ensure that construction is consistent with the progress schedule.

c. PAYMENT AND OTHER PROVISIONS

The AUTHORITY anticipates paying the Vendor for the SPREADER, on the basis of net 30 payment terms following acceptance of the SPREADER, the receipt of the required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the AUTHORITY's Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

The AUTHORITY reserves the right to pay for the SPREADER purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

d. WARRANTY

For a period of one (1) year following SPREADER delivery and acceptance (the "Warranty period"), Vendor unconditionally warrants and guarantees that the SPREADER shall be free from all defects discovered during the Warranty period. The Vendor's obligation will be to repair or replace the SPREADER or refund the purchase price. The decision whether to repair, replace, or refund the purchase price (including shipping) will be the AUTHORITY's sole decision, the options are defined as follows:

- Replacement will be with a new SPREADER matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the SPREADER including the cost of returning the SPREADER.
- All repair costs, including the cost of transporting the SPREADER, will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to the AUTHORITY the right to enforce all manufacturer's warranties or guarantees on the SPREADER.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor's warranty obligations, the AUTHORITY shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, The AUTHORITY may pursue whatever remedies may be available.

e. SET-OFF RIGHTS

The AUTHORITY shall have all of its common law, equitable and statutory rights of set-off.

f. FORCE MAJEURE

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within five (5) days from the beginning of any such delay. The time of performance shall be excused to the extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

g. INDEMNIFICATION

The Vendor agrees to indemnify, defend, and hold harmless the AUTHORITY and its officers, agents, and employees from and against any and all claims, damages, debts, demands, suites, actions, reasonable attorney fees, court cost, arbitration or other dispute resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from, or arising out of any negligent or intentional act, error, omission or breach of contract by the Vendor, or their subcontractors in the performance and furnishing of SPREADER under this agreement.

This indemnification provision shall survive any termination or expiration of the Agreement.

i. DEFAULT, TERMINATION

- i. The AUTHORITY reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. The AUTHORITY shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from the AUTHORITY. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. The AUTHORITY shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor's delivery of information technology services, then the AUTHORITY shall not have a right to terminate this Agreement pursuant to the foregoing clause.
- iv. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

j. DELIVERY AND ACCEPTANCE

Time is of the essence in the delivery of the SPREADER. The Vendor shall execute the work continuously and diligently. Delivery of the SPREADER shall occur in accordance with the terms and conditions outlined in the Agreement.

- i. Production of the SPREADER shall be conducted as a continuous

- production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
 - iii. The Vendor will contact the AUTHORITY's Representative 24 hrs. prior to delivery with an estimated time of arrival.
 - iv. The SPREADER furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the SPREADER.
 - v. When the SPREADER is delivered, certificates or releases signed by the AUTHORITY Representatives are understood to be a simple acknowledgment of receipt of the SPREADER only and will NOT constitute an acceptance of the condition of the SPREADER or their conformance with the terms and conditions of the Agreement specifications.
 - vi. Following delivery and commissioning, the AUTHORITY may conduct such tests as may be required to determine to its own satisfaction that the SPREADER appears to be in conformance with the terms, conditions, and requirements of the Agreement specifications.
 - vii. Acceptance shall occur following final inspection by an authorized AUTHORITY Representative, receipt of the titles and/or all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

k. RIGHT TO SUSPEND WORK

The AUTHORITY has the right to suspend any or all work at any time for any reason as it deems necessary. Vendor may receive payment for the portion of services completed through the date of suspension.

l. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of the AUTHORITY. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of the AUTHORITY, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the AUTHORITY.

m. CLAIMS AND DISPUTES

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, the AUTHORITY shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with AUTHORITY'S Representative

The Vendor shall promptly notify the AUTHORITY's Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and AUTHORITY's Representative shall promptly negotiate in good faith to resolve the dispute. AUTHORITY's Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of the AUTHORITY's Representative's decision, then the Vendor shall promptly request in writing that the AUTHORITY's CEO of the applicable Office review the Authority's Representative's decision. The CEO or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties shall proceed to mediation. If the Parties cannot agree on a mediator, the AUTHORITY will propose three approved mediators from the Directory of ADR Neutrals for Kennebec County published by the State of Maine Judicial Branch to the Vendor, and the Vendor will pick a mediator from the list of three proposed by the AUTHORITY to mediate the dispute.

If the Parties are unable to resolve the dispute through mediation, the Parties may agree to participate in binding arbitration or seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

n. **CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify the AUTHORITY and hold the AUTHORITY harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

o. **ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the Parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both Parties.

Neither the AUTHORITY nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the

extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

p. SEVERABILITY

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

q. NON-WAIVER

If the AUTHORITY fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Appendix A

MAINE PORT AUTHORITY

BID COVER PAGE and DEBARMENT FORM

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;
- 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;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- 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.
- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.

Name:	Title:
Authorized Signature:	Date:

Debarment, Performance, and Non-Collusion Certification

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 Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Authorized Signature:	Date:

Appendix B

MAINE PORT AUTHORITY

DETAILED SPECIFICATIONS

(Automatic Telescoping Container Spreader)

Equivalent items may be bid; however all equivalent item bids **MUST** include documentation to prove equivalency. The final decision on equivalency will be determined by the AUTHORITY.

GENERAL SPECIFICATIONS

The Maine Port Authority (AUTHORITY) requires one Automatic Telescopic Container Spreader (SPREADER).

SPREADER must be suitable for use with either of its two mobile harbor cranes;

Liebherr 420 – 124 metric ton, serial number 141597, mfg. year 2018

Liebherr 320 – 110 metric ton, serial number 140181, mfg. year 2000

The two mobile harbor cranes are located at the International Marine Terminal in Portland, Maine.

The SPREADER is a replacement for the AUTHORITY's existing Bromma EH5. The AUTHORITY also owns and uses a VDL CH6600 spreader.

BASIC SPREADER SPECIFICATIONS

The AUTHORITY requires the following elements to be provided and conditions to be satisfied with the proposed spreader:

- 45 metric ton SWL;
- Single container lift;
- Electro-hydraulic operation;
- 11 Ton Lifting lugs at each corner;
- Adjustable tower gravity point;
- Telescopic adjustment from 20' to 40' and 40' to 20' shall be no longer than 30 seconds;
- Six (6) individually operated flipper arms;
- Telescopic spreader with 20 and 40 ft positions;
- 60 HZ, 230VAC for power;
- LED indicator lights;

- Automatic Greasing System;
- Flippers must extend at least 30" below the base of the spreader in the down position;
- Hydraulic Tank Heater;
- A diagnostic system or user interface that allows technicians to connect to the spreader and diagnose issues and error codes;
- Manufacturer's warranty, to include parts and labor, of no less than one full year from the date the SPREADER is delivered and operational.

TRAINING

The AUTHORITY requires that the bid proposal include the training and commissioning of no less than five designated representatives of the AUTHORITY on the operation and maintenance of the spreader. Maintenance is to include all safety inspections and hours of service parts replacements. At least three full sets of operator's manuals and service and maintenance manuals must be provided. A spare parts catalog must be provided. A full set of schematics and drawings must be provided.

PAINT AND MARKINGS

With the exception of high-heat components and moving parts, all areas of the SPREADER shall be coated with a system appropriate for the marine environment. Paint system and thickness shall be described in detail in an attached document.

SPARE PARTS

The bidder shall provide a price list of recommended spare parts for the SPREADER. This list shall be sufficient to describe the extent of consumable spare parts required in one (1) year or 2,000 hours of service (whichever comes first).