

ON CALL

**GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND
INSTALLATION**

#2

(NO PIN PROJECT)

STATEWIDE

2011

Maintenance & Operations

STATE PROJECT

APPLICATION INSTRUCTIONS

1. Complete the application forms with pen and ink.
2. The following are to be completed and returned with the Application:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Prequalification Application
 - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. the completed Contractor Information
 - f. any other certifications or Application requirements listed in the Application Documents as due by Application opening
3. For security and other reasons, all Application Packages which are mailed or delivered, 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 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 Opening:
- Name of Contractor:

Hand-carried Applications 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 Application is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Application is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 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. If a paper Application is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Application preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

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.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

Request by: _____ **Phone:** (_____) _____

Bid Date: _____ **Fax:** (_____) _____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response: _____

Response By: _____ Date: _____

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> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

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

Sealed Applications addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Applications for "Prequalification Application # 2 for Garage and Overhead Doors Repair, Replacement, Maintenance and Installation" in the State of Maine" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **March 30, 2011** and at that time and place publicly opened and read. All applicants must successfully complete, a Garage and Overhead Doors Repair, Replacement, Maintenance and Installation prequalification application to be considered for the award of this contract.

Description: Prequalification Application for **Garage and Overhead Doors Repair, Replacement, Maintenance and Installation**

Location: Statewide

Outline of Work: Contractors desiring to perform or bid on Garage and Overhead Door Repair, Replacement, Maintenance and Installation prior to January 31, 2014 must prepare and submit this application and enter into contracts, unless one of the exceptions listed in the Prequalification Procedure applies. The intent of this proposal is to receive numerous applications for Services. Contracts will be entered into with multiple Contractors.

Note: Contractors who have already applied and have been awarded a contract do not need to apply again.

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 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 application date will not be answered. **There will be no Bid Bond, Performance Bond or Payment Bond required** as a condition of award. Applicants 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.

Application packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. Application packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine between the hours of 8:00 a.m. to 4:30. They also may be obtained by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

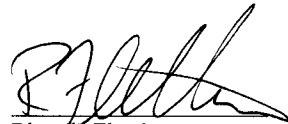
Each Application must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State 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 Maine DOT to reject any or all applications.

Augusta, Maine
March 9, 2011



Rhonda Fletcher
Assistant Director
Maintenance & Operations

NOTE TO OVERHEAD DOOR COMPANIES

THIS IS PRE-QUALIFICATION # 2

Due to the minimal response for Prequalification for Overhead Door Installation & Maintenance Statewide, especially in certain geographic areas, the Department has decided to re-advertise the Pre-Qualification. Please note if you have already been awarded a contract there is no need to re-apply.

**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 |
|------------------|------|
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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)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 _____
_____.

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Assignment including Extra Work in conformity with the Assignment and the Contract for **Garage and Overhead Doors Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Assignments and 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 in each Assignment, except warranty work, on or before the Completion Date in the Assignment. All work under this Contract must be completed by **January 31st, 2014.**

C. Price.

The original Contract amount is **Three Hundred Thousand Dollars and no cents \$300,000.00.** The Contract amount of individual Assignments will be determined by as described in the Special Provisions. The Maine DOT does not guarantee the use of any or all of the Contract amount. The actual Contract amount will determined by the actual work performed at the rates described in individual assignment letters.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, 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/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of: **Garage and Overhead Doors Repair, Replacement, Maintenance and Installation**, State of Maine, on which applications will be received until the time specified in the "Notice to Contractors" do(es) hereby offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract.

The Offeror agrees to perform the work required at the bid or agreed prices for the Assignments in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the Assignments, which may be ordered by the Department, and to accept as full compensation the amount determined upon a

“Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Assignments.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 _____
_____.

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

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C. Price.

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

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“Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

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Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

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AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), 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 _____
(Name of firm bidding the job) **(Contractor)** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____
(Address of firm bidding the job)

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Assignment including Extra Work in conformity with the Assignment and the Contract for **Garage and Overhead Doors Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Assignments and 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 in each Assignment, except warranty work, on or before the Completion Date in the Assignment. All work under this Contract must be completed by **January 31st, 2014.**

C. Price.

The original Contract amount is **Three Hundred Thousand Dollars and no cents \$300,000.00.** The Contract amount of individual Assignments will be determined by as described in the Special Provisions. The Maine DOT does not guarantee the use of any or all of the Contract amount. The actual Contract amount will determined by the actual work performed at the rates described in individual assignment letters.

D. Contract.

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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/or certifications required or set forth in the Bid and the Bid Documents, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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The Offeror agrees to perform the work required at the bid or agreed prices for the Assignments in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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“Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To complete the Work within the time limits given in the Assignments.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

(Sign here)

_____ (Signature of Legally Authorized Representative of the Contractor)

(Print Name here)

_____ (Name and Title Printed)

_____ Date

(Sign Here) _____ Witness

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____ Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

_____ Witness

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

Contractors that have not already signed contracts for the period thru January 2014 desiring to perform or bid on Garage and Overhead Doors Repair, Replacement, Maintenance and Installation, between contract execution and January 31, 2014 must submit a properly completed Application by the date in the notice and sign a contract unless one of the exceptions to prequalification listed below of this Procedure applies.

All Contractors must be prequalified in accordance with the provisions of this Procedure to be eligible to be awarded a Contract, EXCEPT that such prequalification is not required if:

1. the Contractor's bid price is \$ 5,000 or less;
2. the Contractor is contracted pursuant to a separate process specific to that project such as a portion of a building construction project;
3. the Department waives the requirement for prequalification for good cause shown and in the best interest of the State.

The Contractor must honestly, accurately and completely supply all information requested in the Application. Applications will not be considered received until the Department has received a properly completed Application including all required supporting data.

A Committee shall review all information provided in the Application. The Committee or its designees may (a) contact any person or entity necessary to verify and/or supplement any of the information requested by or provided in the Application and any other Significant information. Whenever the Committee determines that the nature or extent of the information provided in the Application is insufficient or indicates that the Contractor is not qualified, the Committee will, contact the Contractor to seek additional information. The Contractor will submit all additional information requested by the Committee.

The Committee shall evaluate all the information provided or obtained as a whole on a pass-fail basis to determine whether the Contractor is responsible and qualified. In doing so, the Committee will use the following descriptive categories.

QUALIFIED: Sufficient information exists to determine that the Contractor is likely to respond to an emergency and construct acceptable repairs in a timely manner using acceptable processes.

NOT QUALIFIED: The information demonstrates that it is unlikely that the Contractor can respond to an emergency and construct acceptable repairs in a timely manner using acceptable processes.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

Grounds for Determination of “Not Qualified”

A finding by the Committee based upon substantial evidence that any one of the following conditions exists shall be sufficient grounds, though not mandatory grounds, for an overall determination of “Not Qualified”. The Department will approve all Committee findings of “Not Qualified.”

- (1) Unsatisfactory and/or insufficient Contractor experience.
- (2) Number of personnel with applicable knowledge and experience significantly below industry standards.
- (3) A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- (4) Other substantial deficiencies that are clearly below industry standards and that clearly demonstrate that the Contractor is “Not Qualified”.

If the Contractor is found to be qualified, the Department will deliver to the Contractor a “Notice of Prequalification”. Once a Contractor has furnished Certificates of Insurance complying with the Standard Specifications, a compliant copy of the Contractor’s Safety Plan and any other pre-executions conditions are met, the Department will execute and award a contract. If the Department determines that the Contractor is not qualified, said Notice will also set forth the specific reasons therefore to the extent practical and no contract will be awarded.

Appeals and Definitions will be those described in the Maine Department of Transportation Contractor’s Prequalification Procedure.

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
For
GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

[Legal Name of Contractor Applying for Prequalification, hereafter "Contractor" or "you"]

1. Basic Information

Name of Contractor: _____

Contact Person(s): _____

Telephone No: _____ Fax No: _____ E-mail: _____

Mailing Address: _____

Physical Address: _____

Vendor Customer No.: _____

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
For
GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of

_____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

2.3 Please provide the year the Contractor (and not any Predecessor Entities or Related Entities) was first organized. _____

2.4 Please list all Predecessor Entities below (or on attached sheets if necessary).

2.5 Please list all Related Entities below (or on attached sheets if necessary).

2.6 If organized in any state other than Maine or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Maine? (Example: filings with the Maine Secretary of State.)

YES _____ NO _____

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
 For
 GARAGE AND OVERHEAD DOORS
 REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

3. Experience

3.1 Summary of Contractor's Garage and Overhead Door Repair, Replacement, Maintenance and Installation Experience. With respect to each of the following Project Types, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility.

| | |
|---|--------------|
| <u>Project Type</u> | <u>Years</u> |
| Garage and Overhead Door Repair, Replacement, Maintenance and Installation | _____ |

3.2 Most Recently Completed Garage and Overhead Door Repair, Replacement, Maintenance and Installation Contracts. Please provide the following information regarding the last six contracts completed by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.). [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested. Attach additional sheets as necessary.]

| Contract Amount | Project Type & Location | Month/Year Completed | Name/Address Contact Person & Tel. # of Owner |
|-----------------|-------------------------|----------------------|--|
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Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
 For
 GARAGE AND OVERHEAD DOORS
 REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

3.3 Contracts for Garage and Overhead Door Repair, Replacement, Maintenance and Installation In Progress. Please provide the following information regarding all contracts currently in progress, in descending order of contract amount. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested. Attach additional sheets as necessary.]

| Contract Amount | Project Type & Location | % Completed | Name/Address Contact Person & Tel. # of Owner |
|-----------------|-------------------------|-------------|--|
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3.4 Liquidated Damages Within the last five years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were assessed. Please feel free to include a written summary of your position on the matter.

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION

For
GARAGE AND OVERHEAD DOORS
REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

3.5 Terminations / Suspensions / Defaults

(a) Within the last five years, or since your last Prequalification Application has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

YES _____ NO _____

(b) Within the last five years, or since your last Prequalification Application has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 3.2(a) -(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

3.6 Denial of Prequalification or Award

(a) Within the last 5 years, or since your last Prequalification Application has any federal, state, or local government or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) prequalification?

YES _____ NO _____

(b) Within the last 5 years, or since your last Prequalification Application has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence, or financial situation?

YES _____ NO _____

If the answer to either of questions 3.3(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

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3.7 Debarments, Etc

(a) Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 5.8(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

3.8 Claims History Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the Dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and phone number of the primary adverse party who can be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

3.9 Bid or Other Crimes Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners, or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

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4. Bonding

4.1 If the bid price for any single assignment exceeds \$125,000, is the Contractor capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the Department?

YES _____ NO _____

5. Safety

5.1 Does the Contractor have a written safety program?

YES _____ NO _____

Complete and attach the Safety Supplemental.

5.2 Has your company sustained any work related fatal accidents during the past (3) three years?

YES _____ NO _____

If yes, please provide full details of each fatal accident on attached sheets, and include what you have done to prevent these fatal accidents from recurring.

5.3 Has your company received an OSHA (or state OSHA) citation within the last 5 years?

YES _____ NO _____

If yes, the number and type of violation? _____

5.4 Have you had an accident in the past three years that caused over \$50,000 in property damage?

YES _____ NO _____

If YES, please provide full details of each such accident on attached sheets.

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6. Environmental and Civil Rights Information

6.1 Environmental Record. Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceedings.

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

6.2 Civil Rights Record. Within the last 5 years, or since your last Prequalification Application has the Contractor (or any Predecessor Entities or Related Entities) had any findings and/or rulings of sexual harassment, discrimination, or other civil rights violations against it?

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

Complete and attach the Equal Employment Opportunity/Civil Rights Supplemental.

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7. Certifications Under Oath

By signing below, the person signing below hereby certifies and swears, **ON OATH**, as follows.

1. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information
2. The information contained in this Application is true and complete.
3. I hereby authorize the Department to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Prequalification Procedure and this Application.
5. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

Date

CONTRACTOR

Witness

[Signature]

By: _____
[Name and Title Printed]

State of _____
County of _____

Date: _____

Then personally appeared the person who signed this page above and acknowledged this instrument to be his or her free act and deed and the free act and deed of the Contractor, and further said person swore, ON OATH, that the statements made under the section 10 entitled "Certifications Under Oath" are true and complete.

My Commission Expires: _____

[Signature of Notary Public]

Name Printed: _____

SPECIAL PROVISIONS
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Contractor Requirements

The Contractor must have a minimum of five years experience Garage and Overhead Door Repair, Replacement, Maintenance and Installation.

A Contractor must furnish Certificates of Insurance complying with the Standard Specifications and a compliant copy of the Contractor's Safety Plan.

Assignments Not all Garage and Overhead Door Repair, Replacement, Maintenance and Installation will be done under these contracts. Some Work will be done by the Department and Work may be done by other means not associated with this solicitation, pursuant to a separate process specific to a project such as portions of a building construction project, and projects included in the Capital Work Plan or Building Program. The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount.

The Contract will obligate each Contractor to perform work pursuant to an Assignment depending upon the needs of the Department and according to the following terms.

As scheduled work arises, the Department will solicit quotes from Contractors prequalified for Garage and Overhead Door Repair, Replacement, Maintenance and Installation. The Work will be given to the prequalified, contracted bidder, with the lowest responsible bid and the ability to complete the Work (the "Assignment") in the allotted time. The Department and the Contractor shall mutually agree to the price, scope and schedule prior to the Contractor beginning the Assignment. This Work will become part of the Contract.

In the case an emergency arises for which the response time does not allow for the preparation a bid solicitation, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one of the Contractors Prequalified and under contract for Garage and Overhead Door Repair, Replacement, Maintenance and Installation. The Department will select a Contractor to call based on an evaluation of rates, experience and equipment, geographic proximity, response time and determination of what is in the best interest of the State. The Department and the Contractor shall mutually agree to the price, scope and schedule prior

to the Contractor beginning the Assignment. This Work will become part of the Contract.

The Contractor shall perform the Assignment in a timely and efficient manner. Failure to do so may result in the termination of this Contract.

Insurance. The Contractor shall supply proof of insurance in accordance with State of Maine, Department of Transportation, Standard Specifications Revision December 2002 before this Contract will be signed by the MDOT.

Allowable Work Times. Unless otherwise authorized, the Contractor shall perform work only during the following times Monday through Friday, 7:00AM through 3:30 PM except for they may not work on holidays as defined in Appendix B nor state government closure days which include but may not be limited to February 22, 2011, March 18, 2011, April 19, 2011 and May 27, 2011. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Contractor's Safety Program. If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, a project specific Safety Plan to the Regional Office of the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

Wage Rates. If an Assignment exceeds \$50,000, State Wage Rates will be included in the solicitation and apply to that Work. Federal Wage Rates do not apply to this Work.

Invoices and Payment. The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Assignment Letter for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and location of the Work.
- Amount Due

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the

Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work.

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

- Incomplete or incorrect invoices
- Defective or Non-conforming Work.
- Damage to a third party.
- Claims filed or reasonable evidence indicating probable filing of claims.
- The Contractor's failure pay Employees, Suppliers and/or Subcontractors.
- Regulatory non-compliance or enforcement.
- All other causes that the Department reasonably determines negatively affect the State's interest.

Taxes and Fees. The Contractor shall pay all taxes, charges, fees, and allowances. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax.

Termination. The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

Failure to Perform. If for any reason the Contractor is unable to complete the Work specified in the Assignment or Contract in an acceptable manner, fails to provide labor or Equipment, fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work, fails to perform Work when required in the Assignment, performs Work in an unsatisfactory manner, or fails to meet other contractual requirements the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition the Department may complete the work with its own forces or enter into an Assignment with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner.

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

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

“All Prequalified Bidders with the responsive responsible Bids as determined by the Department. The Department may not execute the Contract with the Apparent Successful Bidders 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.”

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

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

SPECIAL PROVISION SECTION 102
BIDDING

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, the completed Prequalification Application, 2 copies of the completed Agreement, Offer, & Award 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

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

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 and other information from the Apparent Successful Bidders. All items must be delivered to the Department's Bureau of Maintenance and Operations. Once these pre-execution conditions are met, the Department will execute the Contract. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension of the Bid and Bid prices may occur and the Bid remains viable.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Department signs the contract.

This insurance provision is 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.