

ON CALL

**RAILROAD MAINTENANCE 2012
NO PIN PROJECT**

STATEWIDE

Maintenance & Operations

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. As a minimum, the following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Application
 - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. the completed Appendix B
 - f. The completed Contractor Information Sheet
 - g. Any other certifications or Application and Bid requirements listed in the Application and Bid Documents as due by Bid opening
3. For security and other reasons, all Application and Bid 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 Bid Opening:
 - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

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

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Application and Bid 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 and Bid is to be sent express, "FedEx First 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 and bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

5. If you need further information regarding Bid 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.

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 an optional 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 David Venner 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 from our web site, and acknowledging receipt and incorporating those 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

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

Vendor Registration

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

<http://www.maine.gov/purchases/venbid/index.shtml>

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS
CONTRACTOR PREQUALIFICATION
RAILROAD CONSTRUCTION AND MAINTENANCE

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "**Prequalification Application for Railroad Maintenance Statewide**" 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 **July 18, 2012** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Prequalification Application for Railroad Maintenance

Location: Statewide

Outline of Work: Contractors desiring to perform or bid on construction, maintenance or demolition on Railroad infrastructure on an Emergency or On Call basis State wide until December 31, 2015 must prepare and submit this application and enter into contracts, except as noted in the procedure.

The intent of this proposal is to receive numerous applications. Contracts will be entered into with multiple Contractors.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Packages are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

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

Each Application must be made upon the attached form 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/contractors/publications/>.

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

Augusta, Maine
June 27, 2012



Rick Dubois
Director, Multi Modal Operations

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

_____ Date

_____ Signature of authorized representative

_____ (Name and Title Printed)

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Vendor Customer Number of the Contractor is _____.

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

- Appendix A - Special Provisions for Railroad Maintenance Work, statewide
- Appendix B - Equipment and Labor Rates for 2009

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 Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Railroad Maintenance Work, statewide**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and the Contract, 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 Assignment Letter 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, except warranty work, on or before the Completion Date listed in the Assignment Letter. All work under this Contract must be completed by **March 31, 2015**. The parties may mutually agree to adjust the rates

provided and incorporated as Appendix B of this Contract on an annual basis and under all of the terms of this Contract.

C. Price.

The original Contract amount is **One Hundred twenty five thousand Dollars and no Cents (\$125,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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 **Railroad Maintenance Work, statewide**, do(es) hereby bid and 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 at the unit prices in the attached Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Assignment Letters, 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 Assignment Letters

Third: 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)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Signature)

Rick Dubois, MaineDOT
Maintenance & Operations, Multimodal Operations

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Vendor Customer Number of the Contractor is _____.

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

- Appendix A - Special Provisions for Railroad Maintenance Work, statewide
- Appendix B - Equipment and Labor Rates for 2009

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 Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Railroad Maintenance Work, statewide**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and the Contract, 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 Assignment Letter 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, except warranty work, on or before the Completion Date listed in the Assignment Letter. All work under this Contract must be completed by **March 31, 2015**. The parties may mutually agree to adjust the rates

provided and incorporated as Appendix B of this Contract on an annual basis and under all of the terms of this Contract.

C. Price.

The original Contract amount is **One Hundred twenty five thousand Dollars and no Cents (\$125,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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 **Railroad Maintenance Work, statewide**, do(es) hereby bid and 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 at the unit prices in the attached Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Assignment Letters, 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 Assignment Letters

Third: 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)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Signature)

Rick Dubois, MaineDOT
Maintenance & Operations, Multimodal Operations

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 (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job).

The Vendor Customer Number of the Contractor is (VC number of firm bidding).

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

- Appendix A - Special Provisions for Railroad Maintenance Work, statewide
- Appendix B - Equipment and Labor Rates for 2009

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 Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Railroad Maintenance Work, statewide**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and the Contract, and other incidental work.

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The Contractor agrees to complete all Work, except warranty work, on or before the Completion Date listed in the Assignment Letter. All work under this Contract must be completed by **March 31, 2015**. The parties may mutually agree to adjust the rates

provided and incorporated as Appendix B of this Contract on an annual basis and under all of the terms of this Contract.

C. Price.

The original Contract amount is **One Hundred twenty five thousand Dollars and no Cents (\$125,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

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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.

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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 **Railroad Maintenance Work, statewide**, do(es) hereby bid and 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 at the unit prices in the attached Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Assignment Letters, 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 Assignment Letters

Third: 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.

Date

(Witness Sign Here)
Witness

CONTRACTOR

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(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

(Signature)

Rick Dubois, MaineDOT
Maintenance & Operations, Multimodal Operations

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
RAILROAD MAINTENANCE

Contractors desiring to perform or bid on construction, maintenance or demolition on Railroad infrastructure on an Emergency or On Call basis State wide until December 31, 2015 must submit a properly completed Application by the date in the notice 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:

- A. the Contractor's bid price is \$ 5,000 or less;
- B. the Contractor is contracted pursuant to a separate process specific to that project such as private equipment rental;
- C. 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
RAILROAD MAINTENANCE

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) Insufficient equipment to respond to emergencies.
- (4) A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- (5) 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” 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
RAILROAD MAINTENANCE

1. Basic Information

Name of Contractor: _____
[Same as on Cover Page of This Application]

Contact Person(s): _____

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

Address: _____

Vendor Customer No: _____

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

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

2.5 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
RAILROAD MAINTENANCE

3. Experience

3.1 Summary of Contractor 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>
Railroad Track Construction and Rehabilitation	_____
<input type="checkbox"/> Production tamping and regulating. <input type="checkbox"/> Spot tamping <input type="checkbox"/> Tie installation and removal. <input type="checkbox"/> Switch construction and installation. <input type="checkbox"/> Bridge deck replacement. <input type="checkbox"/> Ditching. <input type="checkbox"/> Culvert repair and replacement.	
Railroad Buildings	
<input type="checkbox"/> Inspection and repair.	
Railroad Bridge Inspection	_____
<input type="checkbox"/> Identify, report, and repair.	
Railroad Inspection	_____
<input type="checkbox"/> Identify defects. <input type="checkbox"/> Provide a written report. <input type="checkbox"/> Estimate the repair and repair.	
Railroad Signal Services	_____
<input type="checkbox"/> Maintain all.	
Railroad Maintenance Services	_____
<input type="checkbox"/> Provide a written statement of past services.	

[Attach additional sheets as necessary.]

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**
 For
RAILROAD MAINTENANCE

3.2 Most Recently Completed 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.]

Contract Amount	Project Type & Location	Month/Year Completed	Name/Address Contact Person & Tel. # of Owner

3.3 Contracts 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.]

Contract Amount	Project Type & Location	% Completed	Name/Address Contact Person & Tel. # of Owner

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For
RAILROAD MAINTENANCE

3.4 Provide an alphabetical listing of all states in which the state Department of Transportation (or analogous agency) has awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

[Attach additional sheets as necessary.]

4. Insurance

Can your firm provide proof of insurability in the following categories:

1. Commercial General Liability (CGL) of \$1,000,000.00 per occurrence, and 2,000,000.00 in the aggregate.
2. Automobile of \$1,000,000.00 per occurrence.
3. Workers Compensation in accordance with the requirements of the laws of the State of Maine.
4. Owner & Contractors Protective Liability \$1,000,000.00 per occurrence and - \$2,000,000.00 in the Aggregate.
5. Railroad Protective Liability of \$1,000,000.00 per occurrence as needed.

A Certificate of insurance must be submitted to the Department prior to execution of a contract. MaineDOT must be named additional insured on the CGL policy.

5. Debarment, Suspension, Ineligibility, or Exclusion:

5.1 Has your firm been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 5 years?

Yes No If yes, briefly explain below.

5.2 Terminations/Suspensions/Defaults

(1) Within the last five years has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For
RAILROAD MAINTENANCE

(2) Within the last five years, 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?

5.3 Claims History. Within the last five years, 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).

5.4 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.

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**
For
RAILROAD MAINTENANCE

5. Certifications

By signing below, the person signing below hereby certifies 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.

CONTRACTOR

Date

[Signature]

By: _____
[Name and Title Printed]

APPENDIX A
SPECIAL PROVISIONS
FOR RAILROAD MAINTENANCE WORK

Contract Administrator

Name: Jeff Pitcher
Title: Transportation Operations Manager
Address: 16 State House Station, Augusta Maine 04333

Assignments

Not all Railroad Maintenance 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 work arises, the Department will prepare an Assignment Letter stating the nature of the work, price and method of payment and any time constraints using the rates submitted in Appendix B. The work described in this letter will become part of the Contract.

Work will be assigned under these contracts according to the following process: The Contractor with the lowest bid for the particular Assignment will have first option to enter into a contract to perform work pursuant to an Assignment Letter. If this Contractor is unable to accept the work, then the Contract Administrator will contact the firm that submitted the next lowest bid to see if that bidder will accept the Assignment. If that next low bidder is unable to enter into the contract, then the Contract Administrator will contact the next lowest bidder and subsequent bidders in ascending order of the amount of their bids, until a bidder accepts the assignment.

If, a Contractor fails to provide labor or equipment specified in the Assignment Letter or Contract, fails to perform the work with sufficient labor, equipment, or materials to assure the timely completion of the work, fails to perform work in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces or enter into Contract with another entity for the completion of the work, or use such other methods as in the opinion of the Department are required to complete the work.

In the case an emergency arises for which the response time does not allow for the preparation of a bid solicitation, that the Department has determined the work required can be best addressed using one of these contracts, the Department will contact one of the Contractors prequalified and under Contract for Railroad Maintenance. 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.

Invoices and Payments The Department will pay the Provider as follows: The Provider shall send a detailed invoice to the Department when specified work outlined in the Assignment Letter has been completed. Invoices shall be submitted by the Contractor to the Department for payment. Invoices shall include the following minimum information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Breakdown of Work

The Department will pay based upon the invoices provided. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

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

- A. Defective Work,
- B. Damages for Non-conforming Work,

- C. Failure to provide the Department the opportunity to inspect the Work,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

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 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

Insurance

The Contractor shall supply proof of insurance as detailed in Standard Specifications, Section 110 – Indemnification, Bonding and Insurance before this Contract will be signed by the Department.

Railroad Protective Liability The Contractor shall carry Railroad Protective Liability insurance in an amount not less than \$1,000,000.00.

Wage Rates If a construction 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.

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.

APPENDIX B
SPECIAL PROVISION
EQUIPMENT AND LABOR RATES FOR 2012
For
RAILROAD MAINTENANCE

List Equipment and Labor Rates for 2012 on this sheet or attach a separate sheet.

The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Department and the Contractor may mutually agree to adjust the rates given in Appendix B - Equipment and Labor Rates once a year based on market value.