

ON CALL

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

(NO PIN PROJECT)

STATEWIDE

2014

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. 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, "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 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 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.

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/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

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

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for "Prequalification Application for Garage and Overhead Door Repair, Replacement, Maintenance and Installation" 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 March 19, 2014 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 Garage and Overhead Door 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 and other incidental work prior to **January 31, 2018** must prepare and submit this application and enter into contracts, unless one of the exceptions listed in the Prequalification Procedure applies. 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 Iler 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.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices. 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.

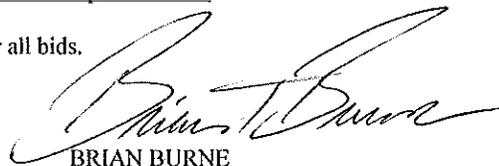
Each Application must be made upon blank forms provided by the Department

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]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. 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
February 26, 2014


BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER

**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 _____ **(Contractor)** 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 Contract including Extra Work in conformity with the Contract, **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided in 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 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.

This Contract commences on **April 1, 2014** or when executed, whichever is latest. The Contractor agrees to complete all Work in each Assignment, except warranty work, on or before the Completion Date in the Assignment and all work under this contract must be completed by **January 31, 2018**.

C. Price.

The original contract amount is **Two Hundred Thousand and no/cents \$200,000.00**. The contract amount of individual Assignments will be determined by as described in the Special Provisions. The MaineDOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be 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 in the Standard Specifications, 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, including those in 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, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the 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 price for the Assignment 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 Assignment 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 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer
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)** 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 Contract including Extra Work in conformity with the Contract, **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided in 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 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.

This Contract commences on **April 1, 2014** or when executed, whichever is latest. The Contractor agrees to complete all Work in each Assignment, except warranty work, on or before the Completion Date in the Assignment and all work under this contract must be completed by **January 31, 2018**.

C. Price.

The original contract amount is **Two Hundred Thousand and no/cents \$200,000.00**. The contract amount of individual Assignments will be determined by as described in the Special Provisions. The MaineDOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be 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 in the Standard Specifications, 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, including those in 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, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the 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 price for the Assignment 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 Assignment 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 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer
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 (Name of the firm bidding the job) (Contractor) corporation or other legal entity organized under the laws of the State of (state), with its principal place of business located at (address of the 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 Contract including Extra Work in conformity with the Contract, Garage and Overhead Door Repair, Replacement, Maintenance and Installation in the State of Maine. The Work includes construction, maintenance during construction, warranty as provided in 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 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.

This Contract commences on April 1, 2014 or when executed, whichever is latest. The Contractor agrees to complete all Work in each Assignment, except warranty work, on or before the Completion Date in the Assignment and all work under this contract must be completed by January 31, 2018.

C. Price.

The original contract amount is Two Hundred Thousand and no/cents \$200,000.00. The contract amount of individual Assignments will be determined by as described in the Special Provisions. The MaineDOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be 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 in the Standard Specifications, 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, including those in 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, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **Garage and Overhead Door Repair, Replacement, Maintenance and Installation** in the 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 price for the Assignment 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 Assignment 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 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)
Date

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

(Witness Sign Here)
Witness

(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

By: Brian Burne, Highway Maintenance Engineer
Bureau of Maintenance and Operations

Witness

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

Contractors desiring to perform or bid on Garage and Overhead Door Repair, Replacement, Maintenance and Installation, between contract execution and **March 31, 2018** 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 DOOR
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, Revision December 2013

<http://www.maine.gov/tools/whatsnew/attach.php?id=196963&an=1>

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
For
GARAGE AND OVERHEAD DOOR
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.: _____

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).

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
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 REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

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 _____

3. Experience

3.1 Summary of Contractor's Garage and Overhead Door Repair, Replacement, Maintenance and Installation Experience. With respect to the following Project Type, 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

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION
 For
 GARAGE AND OVERHEAD DOOR
 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

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.

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 _____

Maine Department of Transportation
CONTRACTOR'S PREQUALIFICATION APPLICATION

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

(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 3.5(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 3.6(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.

3.7 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 3.7(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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REPAIR, REPLACEMENT, MAINTENANCE AND INSTALLATION

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.

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 _____

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 separate sheets, and include what you have done to prevent these fatal accidents from recurring.

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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 Please provide your company's Worker's Compensation Experience Modification Rate (EMR) for the past (3) three years

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

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. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work before the Completion Date in the Assignment and 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 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 make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

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

102.1.1 Basic Requirements Change the first sentence from: “...(A) comply with the Prequalification Procedure adopted by the Department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department...” to “(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department...”.

102.6 Bid Guaranty Delete the entire section 102.6.

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

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

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

The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance 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 Award Conditions Delete the section in its entirety and replace with the following:

The Apparent Successful Bidders must provide and/or perform all of the items listed in this Section 103.5 in a timely manner. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.

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.