

Service & Construction

Snow and Ice Control

Park & Ride Lots

Saco

Park & Ride lots located off Industrial Park Road
and North Street (Route 112)

2011

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. 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 and signed Bid for Snow and Ice Control form
 - d. two (2) copies of the completed and signed MaineDOT Park & Ride Lot Contract for Snow and Ice Control form
 - e. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all 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 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 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 Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding 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 a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or 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> .

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

Sealed bids, endorsed on the wrapper, "Bids for **SNOW AND ICE CONTROL, SACO PARK & RIDE LOTS**" on the section of highway listed below will be received by the Maine Department of Transportation at the Reception Desk located in the Maine DOT Building, Capitol Street, Augusta, Maine until 11:00 a.m., October 5, 2011 and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Location: Saco, Maine, Industrial Park Road and North Street (Route 112)

The initial term of this contract is for three years, beginning November 1 and ending May 1 of each year, beginning on November 1, 2011 and ending on May 1, 2014. The contract term may be extended for up to three additional years on the same terms by mutual agreement as provided by the Contract.

For general information regarding Bidding and Contracting procedures, contact **Scott Bickford at (207) 624-3410**. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the contract information, Plan Holders List, and bid results. For specific information regarding the contract, fax all questions to **Brian Burne 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. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may also be obtained from the Department between the hours of 8:00 a.m. to 4:30 p.m. through the Maine Department of Transportation Mailroom, 16 State House Station, Augusta, Maine 04333-0016 or by telephone at (207) 624-3536.

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

This Contract is subject to all applicable State Laws.

The Department reserves the right to reject any bid.

Augusta, Maine
September 21, 2011



RHONDA FLETCHER
Assistant Director
Bureau of Maintenance & 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)

BID FOR SNOW & ICE CONTROL

BIDDER INFORMATION

Bidder: _____
Bidder Name Bidder Contact Person

_____ Bidder Telephone Number
Bidder Street Address or P.O. Box

_____ Bidder Tax I.D. # (Vendor Customer Number)
Bidder City, State, ZIP

_____ Bidder Email address

The Bidder is organized under the laws of the State of Maine Other [check one]
(State, if Other: _____) as the following type of business organization.

- () individual () corporation () partnership
() limited liability company () joint venture () other: _____

OFFER

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Park & Ride Lot Contract for Snow and Ice Control (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire section (s) of highway listed below:

Saco, Maine, Park & Ride Lots located off of Industrial Park Road and North Street (Route 112).

The Bidder offers to do this work, for the Annual Lump Sum price of:

_____ dollars (\$ _____),
(lump sum price in words) (lump sum price in numerals)

This price is the total price for one season of snow and ice control for both park & ride lots.

Authorized Signature of Bidder

[Name & Title of Person Signing - Printed or Typed]

<i>Internal Use Only</i>	
TEDOC #:	_____
CT#:	_____
CSN#:	_____

Contractor/Vendor: _____

Vendor/Customer Number: _____

MAINEDOT Park & Ride Lot Contract for Snow and Ice Control

This AGREEMENT made between the State of Maine, Department of Transportation, hereinafter called "MaineDOT," and _____ hereinafter called "Contractor," located at:

_____.

WHEREAS IT IS AGREED THAT:

1. The Contractor will perform the following services for the Department: Snow and Ice Control Services for the **2011 - 2014 Seasons, Industrial Park Road and North Street (Route 112) Park and Ride Lots, Saco, Maine.**

Time. This Contract shall become effective on November 1, 2011 or the date last signed below, whichever is latest. The initial term of the contract is for three (3) years, from the effective date to May 1 of the initial year and each year thereafter (hereinafter "Winter Season"), beginning on November 1, 2011 and ending on May 1, 2014.

Expiration Date: May 30, 2014.

2. The Contractor shall provide all necessary labor, equipment and materials for operations required by this agreement to keep the Park & Ride lot reasonably free of snow and ice in order to maintain the ability for motorists to move freely to and from the lot and to provide a reasonably safe pavement surface for pedestrian traffic. This shall include plowing when snow accumulation has reached a depth of 2" or ice/sleet accumulation has reached a depth of 1/2", and as necessary throughout any winter storms to maintain continued use of the lot. The contractor shall schedule plowing and material applications with consideration of the specific winter storm and peak usage times of the park & ride to provide the best possible conditions during the times of highest use. The plowing method and equipment employed by the contractor shall be at the contractor's discretion. The Department shall pay the Contractor for services rendered a **fixed price of \$_____ per Winter Season.** Payment to be made by the Department after receipt and certification of an approved, itemized invoice(s) submitted upon the Contractor's usual billing form or letterhead. **The Contractor may bill up to 50% of the Winter Season total in December and the remainder in February.**
3. The Contractor is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to State employees will accrue.
4. The Contractor will indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement; and any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to, on behalf of or at the request of the Contractor, in connection with the performance of this agreement.
5. Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The

Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The policy shall name the Department of Transportation as an additional insured.

- 6. Insurance, Performance and Payment Bonds. The Contractor shall update insurance certificates as necessary prior to award and prior to October 1 of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. A Bid Guaranty is not required.
- 7. Contract. This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.
- 8. Department's Representative. The Department's Representative shall be the Region Manager, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Manager may be contacted at the following:

MaineDOT Region 1
 51 Pleasant Hill Road
 Scarborough, ME 04070
 (207) 885-7000

- 9. This agreement may be terminated upon ten days' written notice by either the Department or the Contractor, but, in the absence of such notice, will terminate on the Expiration Date indicated above.

10. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

- a. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
- b. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
- c. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in two original documents.

 Contractor Name

MAINE DEPARTMENT OF TRANSPORTATION

By _____
 Authorized Signature

By _____
 Authorized Signature

 Printed Name and Title (if any)

 Brian Burne, Highway Maintenance Engineer

 (Date Signed)

 (Date Signed)

<i>Internal Use Only</i>	
TEDOC #:	_____
CT#:	_____
CSN#:	_____

Contractor/Vendor: _____

Vendor/Customer Number: _____

MAINEDOT Park & Ride Lot Contract for Snow and Ice Control

This AGREEMENT made between the State of Maine, Department of Transportation, hereinafter called "MaineDOT," and _____ hereinafter called "Contractor," located at:

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3. The Contractor is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to State employees will accrue.
4. The Contractor will indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement; and any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to, on behalf of or at the request of the Contractor, in connection with the performance of this agreement.
5. Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The

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IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in two original documents.

 Contractor Name

MAINE DEPARTMENT OF TRANSPORTATION

By _____
 Authorized Signature

By _____
 Authorized Signature

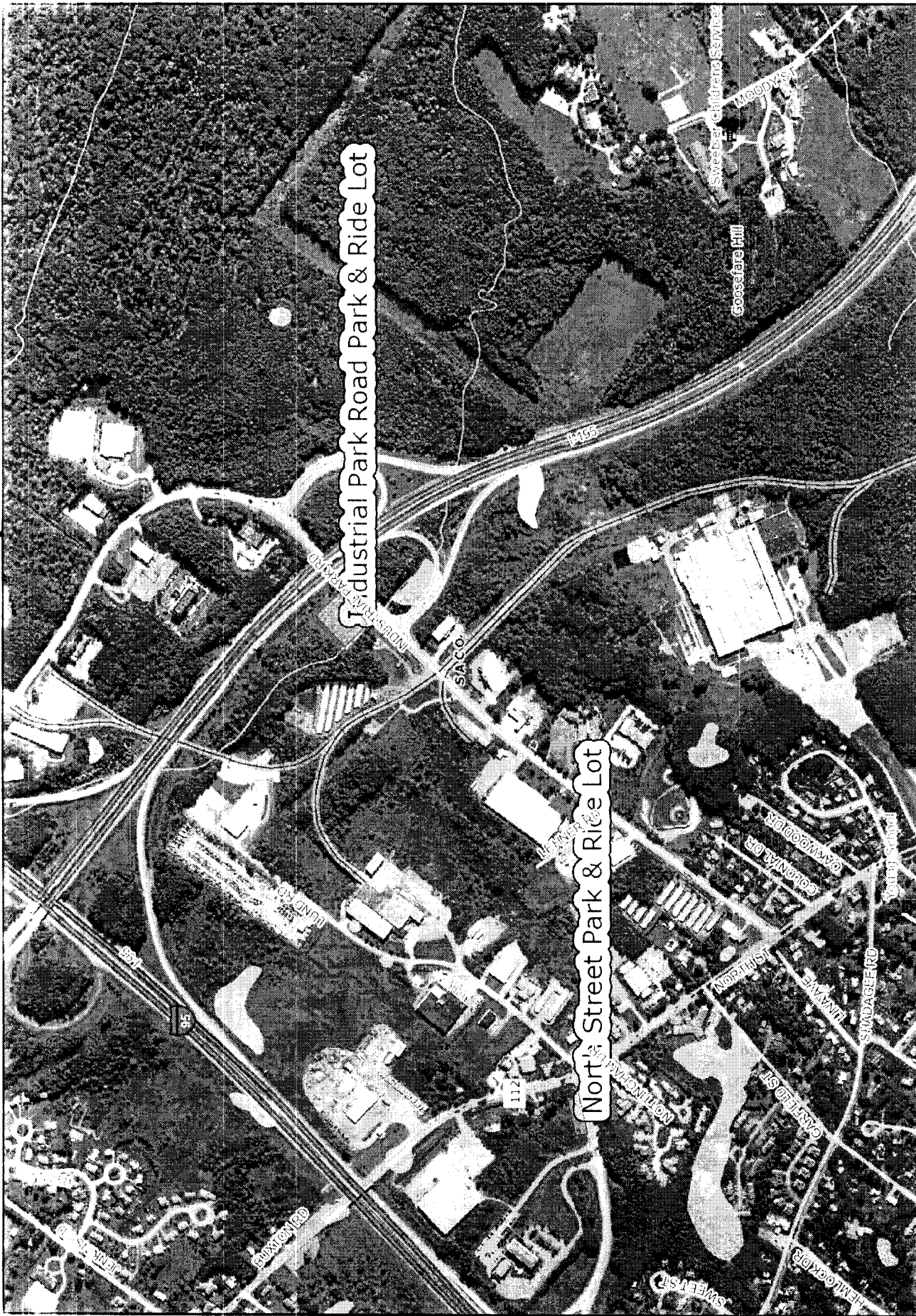
 Printed Name and Title (if any)

 Brian Burne, Highway Maintenance Engineer

 (Date Signed)

 (Date Signed)

Maine DOT Map



Map Scale 1:9173

Map Generated on Thursday, September 15, 2011 11:35:13 AM

The Maine Department of Transportation provides this information for informational purposes only. It is not intended to be used as a substitute for professional engineering or architectural services. The Department is not responsible for any errors or omissions in this information. The Department is not responsible for any damage or injury resulting from the use of this information.