



**PROJECT SPECIFICATIONS
&
BIDDING INFORMATION**

**J RICHARD MARTIN COMMUNITY CENTER
Exterior Gym Door Project**

BIDDEFORD, MAINE 04005

City of Biddeford – Recreation Department



**City of Biddeford
Recreation Department**

**Request for Proposed
Gym Door Project**

Return proposals to:

Carl Walsh, Director
City of Biddeford
P.O. Box 586
Biddeford, Maine 04005
207-283-0841

Current Date: 12/05/2022

RFP Due Date: 2-23-23
RFP Due Time: 1:00 PM

The City of Biddeford Recreation Department for Gym Door projects is accepting proposals.

- Replacement of two Entryway Doors, Prospect Street door #1 & door # 2 at J Richard Martin Community Center.

The City of Biddeford (city) shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposed solution documents or any visits to inspect the project site. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "J Richard Martin Community Center Project" along with the Company's name and date and time of the scheduled opening. The CITY, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the city, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company's agents or employees. This clause shall not be construed to bar any legal remedies Company may have for the city's failure to fulfill its obligations pursuant to this project.

**REQUEST FOR PROPOSED SOLUTION (RFPS)
FOR
Gym Door Project**

Table of Contents

Section I. General Information4
Background4
Work to Be Completed.....4
General Selection Criteria5
Selection Process.....5
Selection and Implementation Timeline5
Contract(s) Awarded and Pricing Structure5
Contract Term5
Contract Termination5
Applicable Law6
Contract Assignment.....6
Entire Agreement6
Deviations and Exceptions6
Pre-award Vendors Conference6
Duration of Offer.....6
Authorized Signature6
Proposal Rejection and Waiver of Informalities.....7

Section II. Parties to the RFP.....7
City of Biddeford7

Section III. Vendor Requirements.....7
Information Contact.....7

Section V. Additional RFP Response and General Contract Requirements8
Notice to Vendors and Contractors8
Problem Resolution Process.....8
Affidavit of Non-Collusion8
Insurance Requirements 8-9
Audit.....10
Conflict of Interest10
Organizational Conflicts of Interest10
Physical and Data Security.....11
Reimbursement and Payment Terms.....11

Section VI. RFP Response Submission11

Submit the Following Forms:

Affidavit of Non-Collusion13
Contract 14-15
Outline of Work.....16
Individual Price Quote Pages.....17-18

Section I. General Information

Background

RFP published by the Biddeford Recreation Department.

The Recreation Department is responsible for program development and delivery to the citizens of Biddeford. The department also is responsible for the Capital Projects within the city's parks, fields, and J Richard Martin Community Center the department also oversees the scheduling of parks, fields, and J Richard Martin Community Center and the oversight of staffing and activities on the city's beaches.

The project site is located at J Richard Martin Community Center, 189 Alfred Street. Projects includes

- Prospect Door #1 & #2
- Two Aluminum 6'0" x 7'0" pair of clear finish commercial door with 2'2' transom.

Coordination with the Recreation Department is required of the winning bidder.

Work to be completed

J Richard Martin Community Center Projects consists of the supply and the installation of

- Commercial Grade aluminum doors with top transom as well as the disposal of existing doors & debris.

Bid requested to include; supply, install and perform all work associated with the installation of two sets of commercial grade double swing out aluminum doors. Doors must have 1" insulated glass, C.V.R panic hardware w/dog down, Norton surface closers (equivalent or better), keyed cylinder lock, insulated bottom ½ of doors as well as insulated top transom for a complete and operable product to the satisfaction of the owner.

The City shall select the vendor whose proposal and/or oral presentation(s) if requested, demonstrate in the City's sole opinion, the clear capability to fulfill the purposes of this RFP in an effective manner. The City reserves the right to accept or reject proposals, in completely or in part, and to negotiate separately as necessary in order to serve the best interests of the City.

General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following.

- Detailed and clear explanation of scope of work to be provided
- Proposed schedule and work plan
- Cost
- Quality of materials and products proposed, including warranties
- Qualifications of the vendor, including experience on similar projects; and,
- Completeness and thoroughness of proposal response.

Selection Process

Initial review will begin with the Recreation Commission. This group will evaluate the proposals and make a recommendation to the City Finance Committee and if the project is in excess of \$50,000, will make a recommendation to the Biddeford City Council.

Selection and Implementation Timeline (subject to change depending on committee schedules)

Day/Date	Timeline Subject
Friday December 16, 2022	Publish RFPS
Tuesday January 10, 2023 11:00 a.m.	Conduct pre-award vendor site visit
Wednesday January 13, 2023	Deadline for Questions
Thursday January 19, 2023	Answers posted on web site
Thursday February 23, 2023 1:00p.m.	Deadline for RFPS proposal submissions
Monday February 27, 2023	Recommendation to City Manager-COO
Tuesday March 5, 2023	Recommendation to Finance Committee if needed
Tuesday TBA, 2023	Recommendation to City Council (if required)
Thursday June 1, 2023	Anticipated project completion date

Contract(s) Awarded and Pricing Structure

The contract will be awarded to a single vendor to provide all materials, equipment and labor necessary to design, furnish and install a complete project.

Contract Term

The City desires to enter into a design/construction contract with the successful vendor with all work to be completed by June 1, 2023. If the City and the selected vendor are unable to negotiate and sign a contract then the City reserves the right to seek an alternative vendor(s).

Contract Termination

The City of Biddeford may cancel the contract(s) upon 30 days' written notice, with or without cause. In the event of cancellation, the vendor will be paid based on work performed at rates negotiated in the final contract(s).

Applicable Law

A contract entered into as a result, this RFP shall be governed and interpreted under the laws of the State of Maine.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the City.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement, the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Pre-award Vendors Conference

The City will hold a non-mandatory pre-award vendor's conference on Tuesday **January 10, 2023** at 11:00 a.m. at 189 Alfred Street, J Richard Martin Community Center. It is recommended that all potential or interested responders attend the conference.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of four months from the date of the proposal opening unless extended by mutual written agreement between the City and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

The proposal must be completed and signed in the individual or corporate name of the vendor, and must be fully and properly executed and signed in ink by an authorized representative of the vendor.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the City to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in its best interest. The City also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. Reject any and all proposals received in response to this RFP
Reject a proposal if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage
2. Select a proposal for contract negotiation other than the one with the lowest cost
3. Negotiate any aspect of the proposal with any vendor
4. Terminate negotiations and select the next most responsive vendor for contract negotiations
5. Terminate negotiations and prepare and release a new RFP
6. Terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Parties to this contract shall be the City of Biddeford and the successful vendor(s).

Section III. Vendor Requirements

The vendor selected will provide all design, equipment, labor and materials necessary for a complete installation of the proposed solution.

The vendor is responsible for all permits required federal, state and local.

Vendor will coordinate with the Biddeford Recreation Department and Public Works Department in scheduling of the removal of old door and door frame & debris.

Information Contact

Questions regarding this RFP need to be submitted in writing (email/letter). Phone inquiries will not be accepted. All questions and requests for clarification shall be posted to the City's "Current RFP's, RFQ's" website.

Name: Carl Walsh
Title: Recreation Director
Address: PO Box 586, Biddeford ME 04005
Telephone: 207-283-0841
E-mail address: carl.walsh@biddefordmaine.org

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline, the City shall not be bound by, and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. The question and subsequent answer to all inquiries will be posted to the City website for all vendors to see. Individual responses will not be issued.

In some instances, an interview will also be part of the selection process.

The City reserves the right to name a date at which selected responding vendors will be invited to present demonstrations or participate in an interview. The City will make every effort to reach a decision by the date identified in the **Selection and Implementation Timeline** above.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this project, the selected vendor is required to prepare and submit a W-9 in order to obtain payment from the City. No payment will be made unless and until a valid W-9 was been submitted.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either the City or the vendor.

Affidavit of Non-Collusion

All responding vendors are required to provide a certification of non-collusion with the RFP response.

Insurance Requirements

[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS. DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY BASED ON FINAL PROJECT PROPOSAL.]

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the City's authorized representative prior to execution of a contract or agreement listing the City as additional insured. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. **Workers' Compensation Insurance.** The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Maine, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. **Commercial General Liability.** The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:

City of Biddeford

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the vendor and may not exceed \$50,000 without the written approval of the City. If the vendor desires authority from the City to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the vendor to cover the deductible from its own resources.

Additional Insurance Conditions

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify the City within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the City
- Vendor is responsible for payment of contract related insurance premiums and deductibles
- If vendor is self-insured, a Certificate of Self-Insurance must be attached
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. The City reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection the City and copies of policies must be submitted to the City's authorized representative upon written request.

Financial Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to the City for seven (7) years after the termination/expiration of the contract.

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective City's chief financial officer or the city manager that must include a description of the action, which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the City may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the City's rights.

Physical and Data Security

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, relating to confidentiality of information received as a result of the contract. Any such confidential information shall be identified by the City. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information as may be applicable.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality, and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of the City.

The vendor shall recognize the City's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the City from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Reimbursements and Payment Terms

Payment to be made within 30 days of the completed project.

Section VI. RFP Responses Submission

Sealed proposals must be received at the following address not later than **Thursday February 23, 2023 1:00 p.m.**

Institution:	City of Biddeford
Name:	Carl Walsh
Title:	Recreation Director
Mailing Address:	P.O. Box 586
Street Address:	189 Alfred Street
City, State Zip	Biddeford, Maine 04005

The responder shall submit 2 copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in ink by an authorized representative of the vendor. Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

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**CITY OF BIDDEFORD
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the _____ Request for Proposed Solution has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposed Solution, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

BID – CONTRACT

PROJECT IDENTIFICATION: J Richard Martin Community Center

Gym Door Project

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

(a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date	Number
------	--------

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **June 1, 2023**.

Respectfully submitted,

By:

Name and Title

For:

(Seal if by a Corporation)

Address:

COMMERCIAL GRADE Doors SPECIFICATIONS

9'2" x 6'4" 2"x4 1/2 Alum Frame Clear finish, 1" insulated glass / panel 4" mid rail in doors ,C.V.R. panic hardware, Keyed cylinder lock , Norton surface closer or equivalent, threshold & sweeps.

OUTLINE OF WORK

1. Removal & disposal of existing doors and debris
2. Install commercial grade doors to the specifications and to perform all work associated with the installation of doors for a complete and operable product to the satisfaction of the owner.
3. Both sets of doors have to be installed keeping emergency door operating properly.
4. Doors needs to be installed with proper ADA compliant transition.

BIDDER will complete the work for the following prices:

PRICE QUOTE: COMMERCIAL GRADE Doors

<u>Item No.</u>	<u>Units</u>	<u>Per Unit</u>	<u>In Words</u>	<u>Figures</u>
1.	1.0	lump sum	-----	-----
TOTAL AMOUNT			_____	_____

Signed

Date

END OF SECTION BID