



REQUEST FOR BID (RFB)

Administered by:

CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04240

Fortin Game Room Roof Restoration

Date: 02/08/2024

Bid Due: 02/26/2024

Inquiries and bids can be sent to:

Inquiries: Ray Jacques

Facilities Daily Operations
Supervisor Central Maine
Community College 1250 Turner
Street
Auburn, Maine 04210
Phone (207) 755-5258
E-Mail: rjacques@cmcc.edu

Bid Submission:

Maureen Aubé
Dean of Finance & General Services
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5235
E-Mail: maube@cmcc.edu

1.0 GENERAL INFORMATION

- 1.1 Purpose: Central Maine Community College is seeking bids for **Fortin Game Room Roof Restoration**.

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The selected contractor will complete **Fortin Game Room Roof Restoration**. **More information can be found on page 6**
- 1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the bidder's qualifications, references, and capabilities to provide the specified service.
- 1.5 Communication with the College: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- 1.6 Award: The College reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. The College reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either in-state or both out-of-state, the award will be made to the bid that arrives **first** in Central Maine Community College's Business Office.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to Central Maine Community College's Dean of Finance and General Services within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding processes.
- 1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.
- 1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College's Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the College in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Dean of Finance and General Service's Office in sealed envelopes, clearly marked as: Protest: **Fortin Game Room Roof Restoration**

- 2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from Human Resources, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5396.
- 2.8 Smoking Policy: Central Maine Community College must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.
- 2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the College campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by City of Auburn police. Towing will be at the Contractor's expense.
- 2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively “MCCS”). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys’ fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS’ recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor’s terms prevailing over MCCS’ standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

ATTACHMENT – THIS FORM MUST BE FILLED OUT AND SIGNED

BID SUBMITTAL FORM

SCOPE: Fortin Game Room Roof Restoration

Y' (Yes) or 'N' (No)

- * Bidder will be responsible for products meeting all code requirements.
- * Bidder is responsible for the safe transportation and delivery of product to the job site.
- * Please submit all product specifications and warranty details with bid.
- * Please provide projected start and completion dates.
- * Site walk through will be required.

Net Amount

\$

Specify lead time of delivery _____

***All fields must be complete with bid submission to be considered.**

Acceptance of Terms and Conditions:

_____ **Date**

_____ **Name of Authorized Official for Bidder (Print)**

_____ **Signature of Authorized Official for Bidder**

Project Scope

Roof Restoration

Central Maine Community College
Fortin Hall
1250 Turner Street
Auburn, Maine

Central Maine Community College is seeking qualified contractors to provide inspection and roof restoration service as well as provide warranty service and maintenance to this specific roof. To qualify, contractors must have a dedicated service center with dedicated employees that can respond to ongoing maintenance and emergency repairs. The contractor must be able to demonstrate that they can provide these services within 60 minutes of request.

Restorations, maintenance, and emergency work must be completed by the contractor's trained employees. No subcontracting will be allowed. The qualification process is open to all roofing contractor firms (suppliers, GC's and non-roofing contractors are not qualified) with interest. All restoration work must be completed by **June 30th, 2024.**

Existing Conditions

The College has identified the Fortin Game Room roof needs replacement of insulation and membrane. Roof is now covered by single ply ballasted membrane system.

Project Overview & Scope of Services Sought

The work involved in restoration includes, but not to be limited to the following:

- Inspection of roof areas
- Full project Safety Plan
- 20-year warranty; all recommended work will include a 20-year manufacturer's warranty on labor and materials from the date of completion
- Installation of new insulation
- Installation of new membrane
- Installation of new flashing and drip edge
- Ensure proper pitch of new roofing to roof drains.
- Ballasted material to be left on site, location to be designated by the maintenance staff.
- All removed roofing material and construction debris to be removed from the site by the awarded contractor.
- The awarded contractor will be responsible for any masonry work that maybe need to repair flashing.

Experience

Qualified bidders must demonstrate the appropriate skills, training, and experience required for this Scope of Work.

- Number of years in the Commercial Roof Repair, Maintenance and Restoration Business
- Ability to provide local/emergency service – Please demonstrate and explain your ability to meet this requirement

To schedule an onsite visit, please outreach to Ray Jacques at 207-491-1636 or rjacques@cmcc.edu.