

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

**1. NAME OF SOLICITING PUBLIC BODY**

Regional School Unit (RSU) 21  
177 Alewife Road  
Kennebunk, ME 04043-6101

**2. PURPOSE AND BACKGROUND**

RSU21 is seeking proposals from qualified construction professionals to provide general contractor services for the finish work of a new clear-span maintenance facility located at 89 Fletcher St, Kennebunk, ME, 04043. The current maintenance facility is in a state of significant disrepair and is in dire need of replacement.

The RSU21 School Board stands in support of this construction effort to provide a safe, effective, efficient facility for support personnel to use as a base of operations, vehicle storage, maintenance actions, fabrication efforts, and various other uses not specified herein.

This RFP shall only cover the general contractor services related to the finish work of the project. Site and shell work will be handled separately.

**3. INSTRUCTIONS TO PROPOSERS**

A. This process shall be a sealed bid process

B. Six copies of your Proposal shall be submitted to:

Robert Pearson, Facilities Director  
Regional School Unit 21  
177 Alewife Road  
Kennebunk, ME 04043-6101

C. Questions related to the project should be directed to:

Robert Pearson  
Facilities Director  
Phone: (207)229-6184  
E-mail: rpearson@rsu21.net

Questions may be emailed to Robert Pearson. All responses to inquiries will be in writing and will be provided to all prospective Proposers who have received an RFP from RSU21. Questions from Proposers must be received at RSU21 by 12:00 p.m. on

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

February 7, 2020, in order to ensure that the answers can be sent and received by all prospective Proposers for their consideration prior to the date proposals are due.

- D. All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed Proposal, RSU21 - GC Maintenance Building Construction Project." Proposals not so marked or sealed shall be returned to the Proposer and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Proposer.

All expenses for making Proposals to RSU21 shall be borne by the Proposer. All Proposals shall be received by 12:00 p.m. on February 21, 2020. Any Proposal received after this time and date will not be considered.

The Proposer has the sole responsibility to have their proposal received by RSU21 at the above address and by the above stated time and date. Clearly identified proprietary information will not be disclosed during the selection process.

- E. The Proposer must submit a proposal that demonstrates and provides evidence that the Proposer has the capabilities, professional expertise, and experience to perform the professional services described in this RFP.
- F. Proposers are responsible for familiarizing themselves with the conditions and objectives of the proposed construction projects. A pre-proposal conference will not be held.
- G. As a guideline, RSU21 anticipates the following timetable for selection of a Contractor:

<u>Date</u>	<u>Activity/Event</u>
February 3, 2020	Request For Proposal Issued
February 7, 2020	Deadline for Questions is 12:00 p.m.
February 21, 2020	Proposals Due Prior to 12:00 p.m.
February 24, 2020	Evaluation of Proposals
February 27, 2020	Selection of winning bid by RSU21 Facilities Committee
February 28, 2020	Notification

- H. The selection process shall be governed by and completed in accordance with the RSU21 Policy DJ - Bidding and Purchasing Requirements. If any provision of this RFP shall be found to be inconsistent or in conflict with said policy, the terms of the policy shall govern.

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

Review of Written Proposals: Using the criteria given in items A through H described in the Proposal Evaluation Criteria in Section 6 below and with emphasis on professional competence, the RSU21 Facilities Committee shall review all proposals received to determine those Proposers who are fully qualified, responsible, and suitable to complete the project set forth by this RFP.

Evaluation and Ranking: Using all of the information developed during the proposal review, the RSU21 Facilities Committee shall rank the Proposers according to the evaluation criteria given below. If a contract satisfactory and advantageous to RSU21 can be selected at a price considered fair and reasonable, the award shall be made to that Proposer. Otherwise negotiations with the offer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

**4. BUILDING CONSTRUCTION SCOPE OF SERVICES**

A. Planning:

- Develop a finish-work plan for the new maintenance facility. The plan shall address the coordination and scheduling of specific phases of the project.
- Work with RSU21 Facilities Director to establish baseline specifications for each trade-related portion of the project.

B. Proposal:

- The proposal shall meet (or exceed) specifications set forth in Appendix A, Project Specifications
- The proposal shall meet the proposal evaluation criteria requirements as set forth in Section 6 herein.

C. Contract Administration of Project:

- Provide construction cost estimating and construction budgets for the project
- Solicit three (3) bids for each trade-related phase of the project.
- Employee Management (to include subcontractors)
- Verify worker's compensation, liability, and general commercial liability insurances are on file and current
- Maintain schedule
- Building project management
- Monitor construction for compliance with plans and specifications
- On-site construction inspection

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

- Conduct construction progress meetings
- Commissioning

**5. PROPOSAL REQUIREMENTS**

Each Proposer submitting a proposal shall include a statement that they are willing and able to provide the services necessary to complete the construction project and an associated timeline to do so.

The written proposal, which should be as CONCISE as possible, should address items A through H of the criteria described in the Proposal Evaluation Criteria set forth in Section 6.

The proposal shall meet the specifications set forth in Appendix A and meet the design intent of Enclosures (1) and (2).

At least two references shall be included for which the proposing firm has provided construction services similar in scope to the project described in this RFP.

**6. PROPOSAL EVALUATION CRITERIA**

Evaluation criteria shall include the following factors that shall be considered in descending order of importance:

- A. Experience of the Proposer in providing the specified construction services for other customers.
- B. Understanding of the purpose and functions of the proposed facilities, and of the role and contribution to the project
- C. Qualifications of the Proposer's teams and overall qualifications and experience of the Proposer and any subcontractors to be used.
- D. Quality of the content of the Proposer's proposal and the Proposer's responsiveness to the request of the proposal
- E. The sufficiency of financial resources and ability of the Proposer to perform the contract or provide the services for the duration of any resulting contract.
- F. The location of the Proposer's office that will have the responsibility for providing the services and the ability of the Proposer to respond quickly to requests and requirements of the RSU.

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

- G. Non-binding, good faith estimates of time and costs for the project; where such estimates may be subject of discussion between RSU21 and the Proposer during the discussion stage.
- H. References. RSU21 reserves the right to negotiate and contract with any firm suited to provide the services required for this project, and RSU21 may engage one or more firms for this work.

**7. TERMS AND CONDITIONS**

- A. RFP Proposal and Clarification: RSU21 reserves the right to request clarification of information submitted and to request additional information of one or more Proposers. Each Proposer shall examine the RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing to the RSU21 Facilities Director. RSU21 shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by the RSU21 Facilities Director is the only official method whereby interpretation, clarification, or additional information can be given. RSU21 will provide by mail to all Official RFP holders any addenda that are issued to this RFP. Official RFP holders are those who obtain an RFP from the RSU21 Facilities Director.
- B. Proposal Withdrawal: Any proposal may be withdrawn up until the time set above for the opening of the proposal. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 90 days to provide RSU21 the services set forth in this RFP.
- C. Contract Award: RSU21 reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or additional information. RSU21 reserves the right to award the contract to the most responsible and responsive Proposer, resulting in a negotiated agreement, which is most advantageous to and in the best interest of RSU21. RSU21 shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interests, and RSU21's decision shall be final.
- D. Contract Documents: The contract entered into by RSU21 and the Contractor shall consist of this RFP, any addendum issued, the submitted proposal by the Contractor, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

- E. Termination for Convenience: RSU21 shall have the right to terminate at RSU21's convenience, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of RSU21.
- F. Assignment of Interest: The Contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of RSU21, of which RSU21 shall be under no obligation to grant.
- G. Release of Data: No reports, information or data given to or prepared by the Contractor under the resulting contract shall be made available to any individual or organization by the Contractor without the prior written approval of RSU21, which approval RSU21 shall be under no obligation to grant.
- H. Gender Reference: Words of any gender used in any contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.
- I. Binding Effect: The terms, provisions, covenants and conditions contained in any resulting contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.
- J. Governing Law: The laws of the state of Maine shall govern any contract resulting from this RFP.
- K. Non-Discrimination: During the performance of any contract resulting from this RFP, the Contractor agrees:
  - a. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. That in all solicitations or advertisements for employees placed by or on behalf of the Contractor to state that the Contractor is an equal opportunity employer.

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

- c. That notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section VIII, Subsection K.

The Contractor shall include the provisions of the foregoing paragraphs 1,2, and 3 in every purchase order for vendor(s) associated with RSU21.

- L. Insurance: During the performance of any contract resulting from this RFP, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:
  - a. Worker's Compensation Insurance in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:
    - i. Bodily Injury by accident \$100,000 for each accident;
    - ii. Bodily Injury by disease, \$500,000 policy limit;
    - iii. Bodily Injury by disease, \$100,000 for each employee.
  - b. Public Liability insurance in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
  - c. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name RSU21 as additional insured with regard to work performed under any subsequent contract. The policy(ies) shall provide that RSU21 is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide RSU21 with copies of certificates of insurance coverage and proof of payment of all premiums.

- M. Ethics in Public Contracting: Contractor hereby certifies that it has familiarized itself with Maine code, and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.
- N. Partial Invalidity: Neither any payment for, nor acceptance of, the whole or any part of the services by RSU21, nor any extension of time, shall operate as a waiver of any

**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

provision of any contract resulting from this RFP, nor of any power herein reserved to RSU21, or any right to damages herein provided, nor shall any waiver of any breach of any contract be held to be a waiver of any other or subsequent breach. Failure of RSU21 to require compliance with any term or condition of any contract shall neither be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

- O. Release and Ownership of Information: RSU21 shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in RSU21's possession which RSU21 may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this contract. RSU21 reserves its rights of ownership to all material given to the Contractor by RSU21 and to all background information, documents, and computer software and documentation developed by the Contractor in performing any contract resulting from this RFP.
- P. Indemnity: The Contractor shall indemnify and hold harmless RSU21 against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.
- Q. Subcontractors and Assignments: The Contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of RSU21. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by RSU21 to permit RSU21 to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to RSU21 for approval. The subcontract shall incorporate by reference all provisions and conditions of the contract resulting from this RFP. RSU21's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to RSU21 for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and RSU21.
- R. Examination of Records: The Contractor agrees that RSU21 or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder,



**Request For Proposal (RFP)**  
**Maintenance Building General Contractor Services**  
**January 31, 2020**

have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

- S. Hold Harmless: The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to the performance of the resulting Contract and shall save RSU21 harmless from any and all loss, including reasonable attorneys' fees, on account thereof.
- T. Attorney's Fees: In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- U. Utilization of Information: As may be allowed by law, any information, ideas, or concepts that RSU21 receives during the procurement process from any Proposer's written proposal, any discussion or interview with the Proposer or as a result of any portion of the procurement process for the services described in this RFP shall become the property of RSU21. RSU21 may use this information for any purpose without compensation to the Proposer from whom the information was received.

---

Robert Pearson,  
RSU21 Facilities Director

---

Date

## **APPENDIX A**

### **DIVISION 1: GENERAL CONDITIONS**

- Dumpsters and cleanup: GC is responsible for disposal, cleanup and removal of construction debris.
- Portable power is the responsibility of the GC or associated subcontractors
- Bathroom facilities available on site
- Water available on site

### **DIVISION 2: SITEWORK**

- RSU21

### **DIVISION 3: CONCRETE**

- RSU21

### **DIVISION 4: MASONRY**

- N/A

### **DIVISION 5: METALS**

- N/A

### **DIVISION 6: WOOD**

- Rough Carpentry
  - Frame 100LF of interior wall for Supervisor's office space
  - Frame 30LF of interior wall for workshop space in the garage space
  - Frame two (2) 80LF of interior wall for two small bathrooms
- Finish Carpentry
  - Trim interior doors and windows
  - Allow \$3,500 for 10'0" of cabinetry for kitchenette space in the general office.

### **DIVISION 7: THERMAL AND MOISTURE**

- Insulation:
  - Install R-21 insulation on all exterior walls.
  - Install sound-deadening (Rockwool-type) insulation in interior walls
  - Install R-49 insulation above ceiling in the garage area
  -

### **DIVISION 8: DOORS AND WINDOWS**

- N/A

### **DIVISION 9: FINISHES**

- Wall Materials

## **APPENDIX A**

- All exposed wood framed wall to receive 5/8" GWB
- Three coats of joint compound
- Sanded and ready for paint
- Flooring
  - VCT flooring in the General Office and Supervisor's Office
  - Vinyl cove base in the General Office and Supervisor's Office
- Acoustical ceiling
  - 2x4 acoustical ceiling tiles with 15/16" standard grid system included in the General Office and Supervisor's Office
- Garage ceiling
  - All exposed wood framed roof truss surface to receive 5/8" GWB
  - Three coats of joint compound
  - Sanded and ready for paint
- Painting
  - Paint all drywall surfaces with one coat primer and 2 coats finish
  - Paint all interior doors and window trim

### **DIVISION 10: SPECIALTIES**

- N/A

### **DIVISION 11: EQUIPMENT**

- N/A

### **DIVISION 12: FURNISHINGS**

- N/A

### **DIVISION 13: SPECIAL CONSTRUCTION**

- N/A

### **DIVISION 14: CONVEYING SYSTEMS**

- N/A

### **DIVISION 15: MECHANICAL**

- Heating
  - Garage area
    - Two (2) 150,000 BTU, wall mounted unit heaters
    - Propane fired
    - Power vented
    - Associated controls
  - Workshop and Office area
    - Wall-mounted 3-zone Ductless Mini-split system

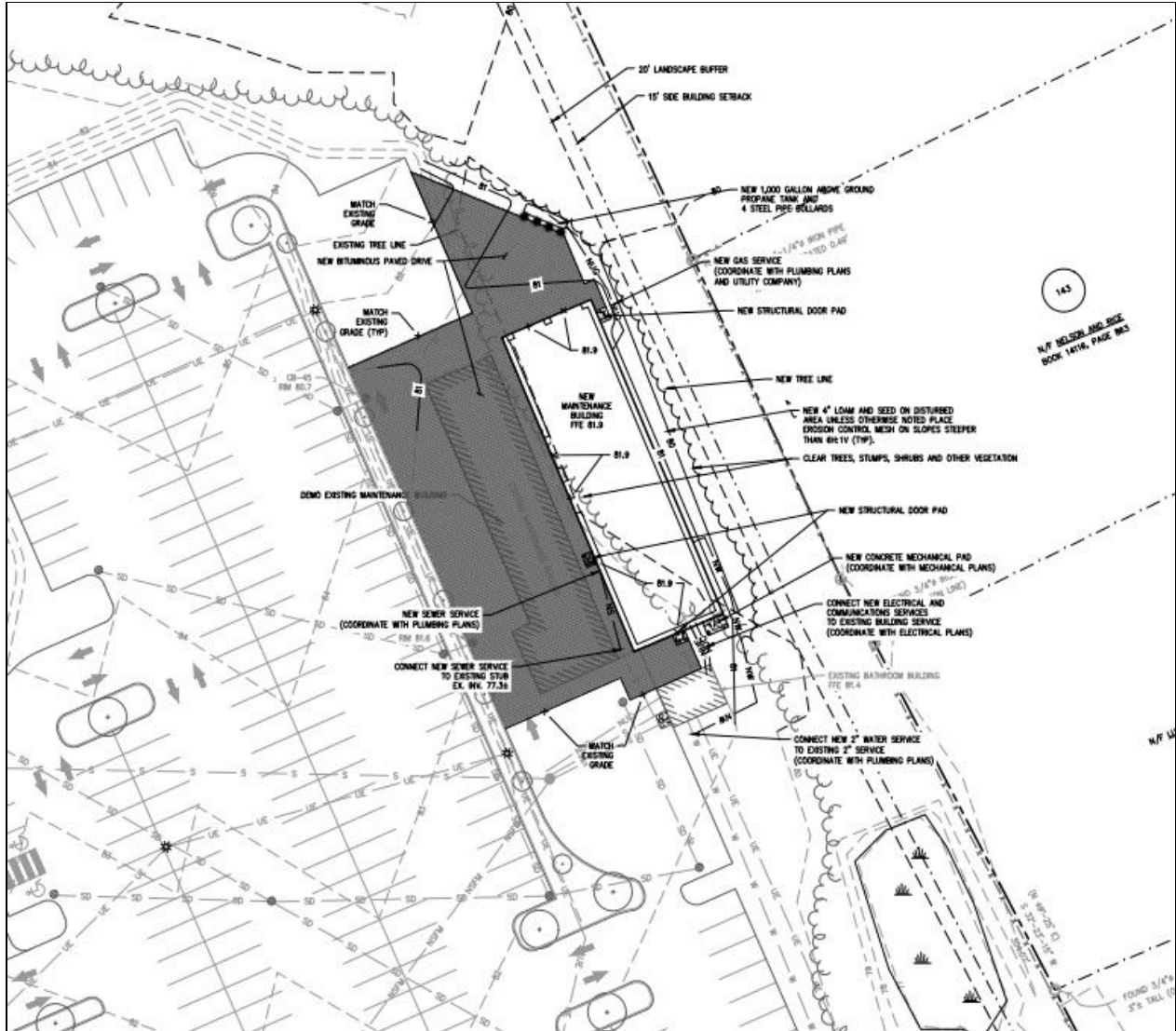
## **APPENDIX A**

- Wall-mounted units in workshop, general office, and supervisor's office
- Associated Controls
- Workshop and Office area
  - Wall mounted, Combi boiler (hydronic and potable water)
  - 100,000 BTU
  - Propane fired
  - Direct Vent
  - Provides hot water for potable and utility use
  - Provides hot water for hydronic heating
  - Appropriately sized, high output baseboard fin tube for the general office, bathrooms (x2), supervisor's office, and workshop (heavy duty in workshop)
  - Associated Controls
- Plumbing
  - Underground fuel line from Propane tank to service entrance
  - Black-iron (or appropriate substitute-code driven) fuel lines to required equipment.
  - Plumbing connection to supply
  - Potable lines to kitchen sink (hot & cold), refrigerator, bathroom sinks (hot & cold), and eyewash station and deep basin worksink (hot & cold) in workshop.
  - Utility lines to toilets and four (4) exterior cold weather spigots
  - Once a final design or a scope of work is provided a firm cost will be able to be developed
  - Install two (2) ADA compliant toilets, one in each bathroom
  - Install two (2) ADA compliant sinks, one in each bathroom
  - Install one (1) kitchen sink in kitchenette area.
  - Additional scope may be required.

## **DIVISION 16: ELECTRICAL**

- Assume an allowance of \$50,000 for electrical work.
- The scope of work will be established prior to project commencement

# ENCLOSURE (1) - SITE PLACEMENT



## ENCLOSURE (2) - CONCEPTUAL DESIGN

This floorplan will be modified to fit the workshop, bathrooms, and supervisors's office.

