

**INSTRUCTIONS, SPECIFICATIONS, BID RESPONSE FORM  
FOR CAMPUS SITE WORK PROJECTS 2018**

**SECTION 1: GENERAL REQUEST FOR QUOTE INFORMATION**

- A. RSU #14 Windham Raymond Schools is seeking competitive bids to complete three site work projects over the summer school vacation at the Campus location at 406 Gray Road.
- B. **Sealed bids will be received by RSU #14 – care of: DIRECTOR OF FACILITIES RSU #14, 228 Windham Center Road, Windham, ME 04062, until 1:00 pm on Wednesday June 6, 2018 (Required: one (1) original and one (1) unbound copy) at which time and place they will be opened. Due to the nature of public competitive quotations, RSU #14 will not accept quotes via Fax or E-mail.**
- C. If the RSU #14 fails to enter into a contract with the bidder which submits the highest ranked qualified proposal, it may present that contract to the bidder who submitted the next highest ranked qualified proposal under the same terms and conditions.
- D. RFP's shall be submitted in the requested format in sealed envelopes, plainly marked "RSU #14 CAMPUS SITE WORK PROJECT RFP #19-06" and shall be addressed to the Director of Facilities at the above-listed address.
- E. Bidders shall contact Facilities Director Bill Hansen to arrange a site visit to see the project sites and discuss the work after reviewing the bid drawing and specifications develop by Stantec. Design build recommendations/alterations that benefit schedule, reduce cost, or improve project deliverables are encouraged.
- F. Questions regarding the quote offering may be directed to Bill Hansen, RSU #14 Director of Facilities via e-mail at [bhansen@rsu14.org](mailto:bhansen@rsu14.org).
- G. Warrantee information: Details of the Warrantee provided are to be included in the bid response. A minimum of one (1) year parts and labor, all-inclusive warrantee is required for all proposals.
- H. The successful contractor will be required to sign a District contract. Prices quoted shall be honored by contractor for a minimum of four (4) months beyond the quote due date of June 6, 2018.

**SECTION 2: QUOTE INFORMATION, REQUIREMENTS, AND INSTRUCTIONS**

- In determining the “successful contractor(s),” the Facilities Director, Assistant Superintendent, Finance Committee, or Designee will evaluate price, compliance with all applicable quote specifications where appropriate, and shall also consider:
- The ability, capacity and skill of the contractor to perform the quote or provide any services that may be required;
- Whether the contractor can perform the quote and provide any service that may be required promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the contractor;
- References from non- RSU #14 Windham Raymond School District;
- The quality of performance of previous quotes;
- The previous existing compliance by the contractor with laws and ordinances relating to the quote;
- The sufficiency of the financial resources and ability of the contractor to perform the quote;
- The quality, availability and adaptability of the equipment to the particular use required;
- The ability of the contractor to provide future warrantee replacement and service for the use of the subject of the quote;
- The number and scope of conditions attached to the quote;
- Such other factors that may be indicated by the Assistant Superintendent demonstrating that the quote is not in the best interest of RSU #14 and does not promote the underlying purposes of this policy.

It is the custom of RSU #14 to pay invoices within thirty (30) days following receipt of the invoice provided the products and services for all items covered by the purchase order are complete. In submitting quotes under the attached specifications, contractors should take into consideration all discounts, both trade and time allowed in accordance with the above-mentioned payment policy. All contractors shall quote net prices, therefore, exclusive of all taxes.

- Any contractor submitting a quote hereby certifies that no member of RSU #14 School Board, agent, or employee of the District has pecuniary interest in the quote; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other contractor for the same work; and that the contractor is competing solely on his/her behalf without connection with, or obligation to, any undisclosed person or firm.

**SECTION 2: QUOTE INFORMATION, REQUIREMENTS, AND INSTRUCTIONS (continued)**

- RSU #14 reserves the right at its sole discretion to waive any informality or irregularity in any quote, to reject any or all quotes, to split the award to two (2) parties, award a quote wholly or in part, to call for re-quotes, to negotiate with any contractor, or to accept any quote even if it is not the lowest, or if it is deemed not to be in the best interest of RSU #14.

**SECTION 3: GENERAL CONDITIONS**

The following General Conditions shall apply and govern all equipment suppliers and contractors in matters of furnishing equipment.

**ARTICLE 1: CONTRACT DOCUMENTS**

The contract of the parties include: Services Quote Form, Advertisement, Purchase Order, General Conditions and Specifications. These documents are to be considered as one (1), and whatever is called for by one (1) shall be as binding as if called for by all. Any discrepancies or questions as to quantities of any items listed in the specifications shall be immediately brought to the attention of RSU #14 for correction by addendum during the review period. Any such discrepancies discovered by the contractor not corrected by addendum shall be resolved on the basis of furnishing the greater quantity without change in contract.

**ARTICLE 2: INTENT**

It is the intent of these contract documents to include all labor, materials, fees, charges, features, capabilities, shipping and services of every kind necessary to properly execute the work, carry out the terms and conditions of payment and to establish minimum acceptable requirements for equipment design, construction and contract performance.

**ARTICLE 3: QUALIFICATIONS OF CONTRACTORS**

No quote will be considered unless the firm submitting the quote can meet the following conditions:

- A. The Contractor must have financial and personal resources of sufficient scope to assure prompt and satisfactory performance in the execution of the total conditions of this specification so as to not delay the progress of the work.
- B. The Contractor must provide with this quote a certification from the manufacturer/supplier that he is authorized to perform the service proposed.

**ARTICLE 4: CHANGES IN WORK**

RSU #14 may, at its discretion, order changes in the work with the contract sum being adjusted accordingly. All changes for additional equipment must be submitted in writing in advance for approval.

**SECTION 3: GENERAL CONDITIONS (Continued)**

**ARTICLE 5: CORRECTIONS AND GUARANTEES**

All work shall be inspected periodically by RSU #14 and/or its representative and any items found not in conformance with the intent of the contract and the quality specified shall be repaired or replaced promptly without additional charge. All workmanship and products shall be guaranteed against defective parts, materials, and finish under normal usage for a period of twelve (12) months from date of final acceptance. Any defective materials or faulty workmanship occurring within that time shall be replaced or corrected promptly without charge, upon notification by RSU #14.

**ARTICLE 6: SUBMITTALS**

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Quote Documents unless the Contractor has specifically informed RSU #14 in writing of such deviation at the time of submission and RSU #14 has given written approval to the specific deviation.

By submitting alternates, the Contractor thereby represents that the accuracy of all information is the responsibility of the Contractor.

**ARTICLE 7: MATERIALS**

**Equality of Materials:**

It is the prime intent of specifying the items therein to show and define the essential minimum requirements as in the quality of material, construction, finish and overall workmanship.

**The Contractor shall clearly identify each individual item they propose to furnish in which a deviation occurs in any respect, to that which is specified, by over striking the item as it appears on the specification and writing above the overstrike the deviation which is proposed.**

The Contractor shall, upon request and without cost to RSU #14, furnish documents, independent laboratory tests, and similar authenticated proof materials to substantiate the deviation that he/she proposed in his/her quote is “equal to” or “exceeding” that which is specified.

Quote proposals offering deviations shall be submitted in strict conformance to the requirements and procedures described herein, and failure to comply shall be just cause for rejection of the quote or the enforcement of supplying the time or items of equipment exactly as specified, without exception or recourse.

**SECTION 3: GENERAL CONDITIONS (Continued)**

**ARTICLE 8. CONTRACTOR’S INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such Insurance has been approved by RSU #14, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until all similar insurance required to Subcontractor has been so obtained and approved.

**A.     Worker’s Compensation Insurance.** The Contractor shall take out and maintain during the life of the contract, Worker’s Compensation Insurance for all of his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor.

In the event that any class of employees are engaged in hazardous work under this Contract at the site of the project is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause such Subcontractor to provide for the protection of his employees not otherwise protected.

**B.     Insurance Requirements.** In addition to Worker’s Compensation, the Contractor shall maintain the following additional insurance coverage’s: Property Damage, Liability Insurance (General and Public), Errors and Omissions, Auto, and Umbrella.

**C.     Required Insurance Coverage.** The Contractor shall provide the above mentioned insurance to meet the following required levels:

- a) Worker’s Compensation: \$500,000
- b) Liability Insurance per Occurrence: \$1,000,000
- c) Liability Insurance Aggregate: \$2,000,000
- d) Errors and Omission: \$1,000,000
- e) Auto: \$1,000,000
- f) Umbrella: \$1,000,000

**D.     Certificate of Insurance.** The Contractor shall furnish RSU #14 Certificates of Insurance as provided in Paragraphs A., B., and C. above. Said Certificates of Insurance, in addition to the amount of coverage, shall carry a statement worded as follows: “In the event of cancellation or expiration of any of the foregoing policies, ten (10) days written notice by the insurance company shall be mailed to RSU #14.” RSU #14 is also to be listed as additional insured.

**SECTION 3: GENERAL CONDITIONS (Continued)**

**ARTICLE 9. CONTRACT BOND**

The Contractor **is** to furnish RSU #14 with pricing for Contract Payment and Performance Bonds, in accordance with the General Conditions, each in the amount of 100% of the contract sum. RSU #14 will exercise the right to require/omit the bond coverage after awarding the bid.

**ARTICLE 10: FINANCIAL**

**PROGRESS PAYMENTS**

RSU #14 shall make progress payments on account within thirty (30) days of receipt of invoice for the goods delivered or services completed. Ten (10) percent retainage will be held on all invoices until successful completion and acceptance of the system.

**FINAL PAYMENT**

Final payment shall be due after completion and acceptance of the work, provided the Contractor has submitted evidence satisfactory to RSU #14 that all payrolls, materials bills and other indebtedness connected with the work has been paid by providing the appropriate affidavit and lien waivers.

**AFFADAVIT AND LIEN WAIVER**

At the discretion of RSU #14, the Contractor agrees that RSU #14 may withhold progress payments or final payment until RSU #14 is in receipt of; 1) an affidavit, executed by the Contractor, indicating all the Subcontractors or material men who have performed or furnished services, labor, or materials in connection with the Project for, or on behalf of, with the knowledge of the Contractor; and 2) lien waivers, executed by the Contractor and all Subcontractors and material men who have furnished labor, services, or materials for which the progress payments or the final payment is owed. The lien waiver and affidavit forms shall be provided by RSU #14.

**LIQUIDATED DAMAGES**

The Contractor shall be responsible for liquidated damages in the amount of one hundred dollars (\$100.00) per day for the first ten (10) calendar days the project completion is beyond the agreed to completion date and five hundred dollars (\$500.00) per day for any additional days beyond the initial ten (10) days. For the purposes of this bid, the determination of completion will be made at 7:00 am each day and any incomplete work will result in a full days liquidated damages.

**ARTICLE 11: BID EVALUATION**

RSU #14 is requesting separate standalone pricing for each project and will evaluate the bids for each project based the following criteria:

- Cost of Proposed Solution (project cost and bond) – 70%
- Proposed schedule– 30%

RSU #14 reserves the right to award the project to one (1) vendor or multiple vendors based on costs and schedules. Vendors may provide discounted pricing for performing more than one (1) of the proposed projects.

**ARTICLE 12: PROJECT SCHEDULE**

The base schedule for the proposed project is as follows:

- Field Allen Portable Site Work Project: Target Completion Date July 27, 2018
- High School Portable Site Work Project: Target Completion Date August 10, 2018
- Strout Property Gravel Parking Lot Site Work Project: Target Completion Date: August 24, 2018

**SECTION 4: QUOTE RECOMMENDATIONS**

Contractors are encouraged to provide recommendations in the bid response Section three (3) to the bid based on equipment knowledge, new materials, availability, new technology, or other factors that would benefit RSU #14. Any proposal based on a recommendation shall be **in addition** to responding to the requested bid response forms.

## **SECTION 5: PROJECT SCOPE**

### **GENERAL SPECIFICATION**

RSU #14 is requesting bids based on the Stantec drawings and specifications for three (3) project on the Windham Campus. The proposed projects are as follows:

- Field Allen Portable Site Work Project
  - **Project Intent:** To create a space to place a modular two (2) classroom portable unit that has connectivity to the Field Allen Building and a new entrance with ADA walkway that can be used by students and staff to shorten the walk between buildings and improve security. Emergency vehicle access is provide by the gravel roadway behind Field Allen.
- High School Portable Site Work Project
  - **Project Intent:** To create a firm level base that drains well to place a new portable for the Adult Education Department that has ground level ADA access to the front of the building. ADA access to the High School upper and lower entrances is also provided.
- Strout Property Gravel Parking Lot Site Work Project
  - **Project Intent:** To create a gravel parking lot that can be used to stage the school bus fleet and serve as parking for athletic events.

### **DRAWINGS**

Stantec has developed the following drawings/specifications for the projects. Contractors are encouraged to offer changes to the functional design that would provide the functionality required in more efficient ways. The following drawings are included with the bid:

- Field Allen Portable Site Work Project
  - Existing Conditions and Demolitions Plan - FA-1
  - Site Layout Plan – FA-2
  - Grading and Drainage Plan – FA-3
  - Details – FA-4
- High School Portable Site Work Project
  - Existing Conditions – HS-1
  - Site Layout – HS-2
  - Grading and Drainage – HS-3
  - Spot Grading Plan – HS-4
  - Utility Plan – HS-5
  - Details – HS-6
- Strout Property Gravel Parking Lot Site Work Project
  - Existing Conditions and Demolition Plan – 1.0
  - Site Layout – CAR 1.1A
  - Site Layout – Bus 1.1B
  - Grading and Drainage – 1.2
  - Utility Plan – 1.3
  - Details – 1.4
  - Erosion Control Narrative 1.5



**SECTION 6: RESPONSE INSTRUCTIONS**

Please submit this bid response cover sheet and signature page with your bid.

|                  |  |
|------------------|--|
| <b>Section 1</b> | <b>Project Pricing Section:</b>  |
|                  | Middle School Portable Site Work Project:  |
|                  | High School Portable Site Work Project:  |
|                  | Strout Property Parking Lot Site Work Project:   |
|                  | Total Price to Perform All Three Projects:   |
|                  | Unit Pricing (Cubic Yard): Rock  |
|                  | Unit Pricing (Cubic Yard): Gravel Fill   |
| <b>Section 2</b> | <b>Project Schedule:</b><br>Provide a project schedule for each of the three projects based on receiving a letter of intent to award on June 12, 2018, and receiving a signed contract on June 21, 2018 with completion dates based the target dates in Article (12) twelve, project schedule. |
|                  | <u>Middle School Portable Site Work Project</u><br><ul style="list-style-type: none"> <li>• Start Date:</li> <li>• Completion Date:</li> </ul>   |
|                  | <u>High School Portable Site Work Project</u><br><ul style="list-style-type: none"> <li>• Start Date:</li> <li>• Completion Date:</li> </ul>   |
|                  | <u>Strout Property Parking Lot Site Work Project</u><br><ul style="list-style-type: none"> <li>• Start Date:</li> <li>• Completion Date:</li> </ul>  |
| <b>Section 3</b> | <b>Include any recommendations or alternate solutions for the project.</b>   |
| <b>Section 4</b> | <b>Completed Bid Submission Signature Page provided by RSU #14.</b>  |

**RFP #19-06 Bid Submission Signature Page**

Bid submitted by:

|                                    |  |
|------------------------------------|--|
| Company Name:                      |  |
| Address:                           |  |
| Telephone:                         |  |
| Fax:                               |  |
| Authorized Representative's Name:  |  |
| Authorized Representative's Title  |  |
| Authorized Representative's E-Mail |  |

\_\_\_\_\_  
Signature  
(Authorized Representative)

\_\_\_\_\_  
Date