REQUEST FOR BID (RFB)

Administered by:
CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04240

Hockey Locker Room – Coil roll up doors
Date:  July 28, 2016
Bid Due On:  August 8, 2016 at 10:00 A.M.

Inquiries:  Dan Moreno
Architectural and Civil Engineering Program Dept. Chair
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5330
E-mail: DMoreno@cmcc.edu

Or
Don Varney
Building and Construction Department Chair
Phone (207) 755-5354
E-mail: DVarney@cmcc.edu

Bid Submission:  Christina Libby
Purchasing
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5263
Fax (207) 755-5495
E-Mail: clibby@cmcc.edu
1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College is seeking bids for Coil roll up doors as specified herein.

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 deliver coil rollup doors as specified in the attached documents on page 6 - 10.

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 quality, service, delivery, lead time, ability to meet specifications, and references.

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 both 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 process.

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 locker coil roll up doors.

1.12 Bid Validity: N/A
1.13 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Bid Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Due Date</th>
<th>Time</th>
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1.15 Submission: A signed original plus one (1) copy of the bid must be received at the Business Office, Central Maine Community College, 1250 Turner Street, Auburn, Maine 04210, in a sealed envelope by 10:00 A.M. local time Monday August 8, 2016. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 1:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the College on time to be considered. In the event that the College is closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the College is open. Bidders may wish to call 207-755-5100 if the weather is bad, to learn if the College is closed. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all vendors when the College determines that circumstances require it. FAXED BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED.

1.16 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses Taxes.

2.0 CONTRACT TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
2.3 Contract Administration: Dan Moreno shall be the College's authorized representative in all matters pertaining to the administration of this contract, (207) 755-5330.

2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.

2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.

2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran’s status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.

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 Barbara Owen, President’s Office, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5233.

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, 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; and
9. Automatic renewals for term(s) greater than month-to-month.

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 font 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 – Bid Submittal Form
Please use this attachment to submit your bid.

**Lead time after order is placed**

**Is Bid price inclusive of all charges (shipping/handling/fuel surcharge)?** CIRCLE YES or NO. If answer is NO, please explain.

*No substitutions will be accepted. Must be Dynamic Closures EX40 Coil door – See Specs on pages 5-10*

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Cost</th>
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<tr>
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<td>EX40 COIL - GOALIE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>24</td>
<td>EX40 COIL - TEAM</td>
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</tr>
</tbody>
</table>

Total all inclusive Cost

Thank you for your bid, if you have any questions or concerns please contact Dan Moreno at 755-5330, or Don Varney at 755-5354.

Date ___________________  Name of Authorized Official for Bidder (Print) ___________________  Signature of Authorized Official for Bidder ___________________
Specifications for Coil Roll up doors

Model: EX 40

SECTION 08 33 00
COILING DOORS AND GRILLES

PART 1  GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Manual push-up [strap] overhead rolling doors,
   2. Operating hardware and supports.

B. Related Sections:
   1. 06100 Rough carpentry; door jamb and header.

1.2 REFERENCES

1.3 SUBMITTALS
A. Submittals for Review:
   1. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
   2. Product Data: Provide information on door construction, components, materials, and finishes.

B. Sustainable Design/LEED Submittals: Documentation of recycled content and location of manufacturer.
   1. LEED, MR Credit 4 – Recycled Content: Provide documentation for cost of products having recycled content indicating percentages by weight of postconsumer plus 1/2 of the preconsumer content.

C. Closeout Submittals:
   1. Operation and Maintenance Data.

1.4 QUALITY ASSURANCE
A. Manufacturer Qualifications: Minimum of three years' experience in the fabrication and installation of Coiling Doors and Grilles.

B. Installer Qualifications: Installed by owner.

1.5 DELIVERY, STORAGE AND HANDLING
A. Deliver materials in labeled protective packages. Store and handle in compliance with manufacturer's instructions.

1.6 WARRANTIES

A. Provide manufacturer's 2 year warranty against defects in materials and workmanship.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Contract Documents are based on products by Dynamic Closures Corporation. (www.dynamicclosures.com) Telephone: 1-800-663-4599; Fax: 1-800-205-6665
   E-mail: CustomerService@DynamicClosures.com

B. Substitutions: NOT PERMITTED

2.2 MATERIALS

A. Aluminum Extrusions: ASTM B221, 6063-T5 or T6 alloy and temper.

2.3 COMPONENTS

A. Curtain:
   1. Horizontal Slats: Extruded single wall aluminum interlocking flat slats. Slat width shall be 1-1/2 inches (38 mm) high by .055 inch (1.4 mm) wide extruded thick wall.
   2. Provide 10 extra horizontal slats for future owner maintenance replacements. [TOTAL 5 GOALIE AND 5 TEAM SLATS]

B. Bottom Bar: Double-walled extruded aluminum with polypropylene felt weather-stripping on bottom to seal for light and sound.

C. Hood and Fascia: 18 gauge (.040) thickness preformed sheet aluminum. Do not provide front/top cover of hood – owner will be enclosing unit with a custom fascia and top cover.
   1. Removal/deletion of front coil box shield; CMCC has been working closely with the manufacturer in the implementation of their product for this application. The Manufacturer recommended the elimination of the hood shield as the unit will be properly anchored within the locker housing. elimination of the hood could also reduce costs in the overall bid.
      1A. Thus inclusion of the hood within bid is at bidders risk.

D. Coil location- Secure Side.

E. Guides: Extruded aluminum 2.125 inch (54mm) by .875 inch (22mm) fitted with two rows of polypropylene felt weather stripping for quiet operation and to cushion both sides of curtain.

F. Counterbalance: Helical torsion spring assembly set in roll formed galvanized steel pipe of recommended size by manufacturer to support curtain with a maximum deflection of .03 inch (.8mm) per foot of curtain width.

G. Bracket Plates: Minimum .3/16 inch (5mm) thick die cast aluminum to support counterbalance assembly, curtain and hood.
H. Operation:

I. Lock: Located on bottom bar; [slide locks on secured side of curtain.] [Keyed cylinder centered on [exterior]]. All screws/anchors for rail secure side bottom.
   Provide keying as: Master for all coil door and User single use per coil door. Thus Master can enter all – user/coil cannot enter all – only one

J. Finish-Exposed Aluminum Parts: Clear anodized.

K. No Thru Holes /Accessory plastic handles permitted.
   Provide wire pull only with associated lock system.
   1. wire pull handle (3/16" dia aluminum wire handle pull)

PART 3 EXECUTION

3.1 INSTALLATION
   A. By Owner

3.2 ADJUSTING/MAINTENANCE
   A. Test Operation of door and adjust to provide smooth and proper operation.
   B. Clean exposed surfaces using manufacturers recommended cleanser.
<table>
<thead>
<tr>
<th>Tag No.</th>
<th>Qty.</th>
<th>Location</th>
<th>Slot Type</th>
<th>Color</th>
<th>Mounting</th>
<th>Total Guide Width</th>
<th>Overall Width</th>
<th>Clear Opening Height</th>
<th>Buttom Bar Height</th>
<th>Call Box Height</th>
<th>Overall Height</th>
<th>Operation</th>
<th>Lock Options</th>
<th>Motor Options</th>
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</thead>
<tbody>
<tr>
<td>TEAM</td>
<td>24</td>
<td>1</td>
<td>EX40</td>
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<td>F</td>
<td>4.25&quot;</td>
<td>33&quot;</td>
<td>48&quot;</td>
<td>3 in</td>
<td>7&quot;</td>
<td>58&quot;</td>
<td>P</td>
<td>L</td>
<td>C</td>
</tr>
<tr>
<td>GOALIE</td>
<td>4</td>
<td>1</td>
<td>EX40</td>
<td>C</td>
<td>F</td>
<td>4.25&quot;</td>
<td>39.125&quot;</td>
<td>48&quot;</td>
<td>3 in</td>
<td>7&quot;</td>
<td>58&quot;</td>
<td>P</td>
<td>L</td>
<td>C</td>
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**DO NOT PROVIDE FRONT/TOP COVER TO COIL BOX ASSEMBLY**

**SECURE SIDE**

<table>
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<tr>
<th>RF40</th>
<th>EX40</th>
<th>EX40</th>
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<th>EX40</th>
<th>LEX</th>
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<tbody>
<tr>
<td>W</td>
<td>White</td>
<td>S</td>
<td>Cylinder</td>
<td>N</td>
<td>None</td>
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</table>

**LOCK OPTIONS**

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<th>S-Side</th>
<th>C-Cylinder</th>
<th>N-None</th>
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<tbody>
<tr>
<td>A</td>
<td>&amp;SPC-Compatible 2-Pin</td>
<td>B-SPC-EAR 2-Pin</td>
<td>C-SPC-300 2-Pin</td>
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</tbody>
</table>

**LOCATION**

| C-Coil Stem | D-Opal Filled Coils |

**MOTOR OPTIONS**

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<thead>
<tr>
<th>SWITCH</th>
<th>T-Toggle</th>
<th>P-Pull-Rope</th>
<th>K-Key</th>
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<tbody>
<tr>
<td>COIL</td>
<td>W-White</td>
<td>I-Iron</td>
<td>Aluminum</td>
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<tr>
<td>TYPE</td>
<td>C-Control</td>
<td>M-Motorized</td>
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**DISTRIBUTOR:**

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<tbody>
<tr>
<td>PROJECT:</td>
</tr>
<tr>
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<tr>
<td>DATE:</td>
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<tr>
<td>SHEET:</td>
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</table>

**SCALE:** NTS