

REQUEST FOR BID (RFB)

Administered by:
CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04210

Construction Materials for the Building Construction Technology Program

Date: August 13, 2023
Bid Due On: August 27, 2024 at 1:00 P.M.

Inquiries and bids can be sent to:

Inquiries: Curry Caputo
Building Construction Department Chair
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5354
E-Mail: ccaputo@maineccc.edu

Bid Submission: Maureen Aube
Dean of Finance and General Services
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5235
E-Mail: maube@cmamecc.edu

1.0 GENERAL INFORMATION

- 1.1 Purpose: Central Maine Community College is seeking bids for **Construction Materials for the Building Construction Technology Program**.

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 **Construction Materials for the Building Construction Technology Program** More specifications in the attached document on page 7 through 13.
- 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 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: **Construction Materials for the Building Construction Technology Program**

- 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:

			<u>Construction Materials for the BCT Program</u>
Name	Due Date	Time	RFB title

- 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 1:00 P.M. local time August 27, 2024**. 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. **BIDS MAY BE SUBMITTED BY MAIL OR ELECTRONICALLY TO maube@maineccc.edu**
- 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: Curry Caputo, Department Chair of Building Construction Technology, shall be the College's authorized representative in all matters pertaining to the administration of this contract, (207) 755-5354.
- 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 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.

3.0 SPECIFICATIONS & BID SUBMITTAL FORM

- 3.1 Product & Bid Submittal: The attached building construction material supply list is being provided for your convenience in submitting bids and for our use in evaluating bids. **Please use this list for responding to bid. You may provide supplemental information as may be necessary.**

Bidders are encouraged but not required to submit bids for all required items nor are bidders required to submit bids for each type of award scenario (item by item basis, a group of items or all items – refer to paragraph 1.7). The submittal form allows for variations in supply pricing based on the type of award.

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 BID SUBMITTAL FORM

Construction Materials for the Building Construction Technology Program

Please quote per item for the following sample list of supplies to be purchased on an as needed basis starting 08/30/2024 through 02/28/2025.

The bid may be awarded in groups of items or all items and is just a sampling. The bidder does not need to bid on all items. The material list is a projection, actual purchase quantities may be more or less than what is listed below, and would be delivered on an as needed basis over the course of the academic year.

Please use this attachment to submit your bid. Thank you for your bid, if you have any questions or concerns please contact Curry Caputo at (207) 755-5354.

	'Y' Yes 'N' No
* Next day delivery for all in stock items if requested.	
* Price inclusive of all costs including but not limited to freight, shipping and handling charges. *If answer is no, include details.	

Discount Payment Terms, if applicable: _____

	BCT Projected Material Use		Fall 2024	
Quantity (approx.)	Description:			
	Dimensional Lumber / Structural Sheet Goods			
250 LF	5/4 x 6 spruce decking			
250 LF	5/4 x 6 Cedar decking			
600	2x4x8 KD #2 spruce			
30	2x4x12 KD #2 spruce			

140	2x4x16 KD #2 spruce			
90	2x6x8 KD #2 spruce			
85	2x6x12 KD #2 spruce			
50	2x6x16 KD #2 spruce			
100	2x8x12 KD #2 spruce			
80	2x8x14 KD #2 spruce			
50	2x8x16 KD #2 spruce			
15	2x10x10 KD #2 spruce			
15	2x12x10 KD #2 spruce			
15	2x12x16 KD #2 spruce			
12	4x4x12 PT			
25	2x4x16 Timberstrand LSL			
150	7/16x4x8 OSB			
60	5/8x4x8 square edged Advantech			
50	5/8x4x8 T&G Advantech			
30	3/4x4x8 T&G Advantech			
16	7/16x4x8 Smartside			
10	7/16x4x8 green Zip wall			
6	5/8x4x8 brown Zip roof			
1	3 3/4"x90ft roll Zip tape			
4	1/4"x5 1/2" foam sill sealer			
	Finish Sheet Goods			
5	1/4x4x8 RC Natural C2 Birch plywood			
12	1/2x4x8 RC Natural D3 Birch plywood			
25	3/4x4x8 RC Natural D3 Birch plywood			
6	1/2x4x8 RC Natural Maple A1 plywood			
6	3/4x4x8 RC Natural Maple A1 plywood			
6	1/2x4x8 PS (plain sliced / flat sawn) Cherry A1 plywood			
6	3/4x4x8 PS Cherry A1 plywood			
6	1/2x4x8 PS Red Oak A1 plywood			
6	3/4x4x8 PS Red Oak A1 plywood			

6	1/2x4x8 PS Knotty Pine A1 plywood			
6	3/4x4x8 PS Knotty Pine A1 plywood			
4	3/4x4x8 MDF sheet good			
4	1x4x8 MDF sheet good			
	Fasteners / Adhesive			
6	30# box 8d common			
1	30# box 8d sinker			
1	30# box 10d common			
10	30# box 16d common			
1	30# box 16d sinker			
1	30# box 5d galv box			
2	30# box 1 1/4" roofing nails			
2	28deg wire collated Bostich 8d stick Ring Shank nails			
1	28deg wire collated Bostich 10d stick nails			
2	28deg wire collated Bostich 16d stick nails			
2	30deg Paslode Galv. 2 3/8" ring shank framing nails			
2	30deg Paslode Galv. 3" ring shank framing nails			
2	30# box 7d galv box			
1	50# box 6d ext. galv split-proof Grip Rite siding nail			
1	10000 count box 1 1/4"x7/16 crown 16ga galv staple			
8	29oz. Lumber lock construction adhesive			
4	9.5oz. PL Premium Polyurethane adhesive			
2	25# tub 1 1/4" course drywall screws			
2	25# tub 1 5/8" course drywall screws			
4	25# tub 9x 1 5/8" star drive construction screws			
4	25# tub 9x 2 1/2" star drive construction screws			
2	25# tub 9x3" star drive construction screws			
1	50# box 4d bright finish nails			
1	50# box 6d bright finish nails			
1	50# box 8d bright finish nails			
100	2x6/2x8 joist hangers			

	Roofing / Underlayment			
8 bdl	IKO Marathon Ultra AR 30yr Charcoal Grey 3 tab			
24 bdl	IKO Cambridge Charcoal Grey Architectural AR 3bdl/sq			
1	Top guard II roofing underlayment - ten square roll			
2	3x75 Grace Ice and Water			
1	RoofTop Guard Self Ad. 59" wide - 5sq roll			
3	20ft rolls Cobra ridge vent			
20	Airvent 4' Shingle Vent II ridge vent			
2	30ft roll Lo-OmniRoll ridge vent			
20	2"x8ft white center eave vent			
20	8"x10ft white galv drip edge			
20	8"x10ft white galv flow-rite eave drip edge			
90	25# bag Cel-Pak--Sanctuary cellulose insulation			
10	24 oz. Dow Gap & Crack can foam (for gun use)			
10	24 oz. Dow Door & Window can foam (for gun use)			
15	4x8x1" foil-face polyisocyanurate foam sheathing			
	Doors / Windows			
16	24"x36" insulated DH windows			
12	2668 hollow core luan interior door solid, single rabbetted jambs			
12	2266 hollow core luan interior door solid, single rabbetted jambs			
12	4"x75ft 3m All Weather Flashing Tape 8067			
1	3068 Ext inswing solid embossed panel steel door LH 4 9/16 jamb -			
	no trim - bored for lockset			
1	3068 Ext outswing solid embossed panel steel door LH 4 9/16 jamb -			
	no trim - bored for lockset			
1	Schlage exterior lock set			
12	9.5oz OSI Quad Max Win / Door / Siding sealant - white			

	Siding			
30	2nd "C" R&R Eastern White Cedar shingles - 4bd/sq			
3	9x100 Typar house wrap			
4	4.5x200 Typar house wrap			
4	1 7/8"x 165ft rolls Typar tape			
6	Homeslicker yellow wood siding backer - 150sq.ft. rolls			
5	Mort-Air Vent 202 Rainscreen Mat - 200sqft roll			
1	5'x100' roll Hydro-Gap weather barrier for walls (Benjamin Obdyke)			
1	48"x100' Blueskin VP 100 by Henry			
1	Grace Vycor EnV-S 40" x 135' WRB			
3000	lin. Ft 1/2x6 #2 pine clapboards			
50	6"x12' LP Smartside primed panel siding			
50	6"x12' Hardi Plank primed panel siding			
4 square	double 4" white vinyl siding			
20	standard white 12'-6" J channel pcs			
12	metal starter strips			
4 square	double 4" green vinyl siding			
1	T4 Wh full perf soffit 12' Drilled 8pc/sq			
30	standard green 12'-6" J channel pcs			
2	24"x50' white aluminum coil stock			
2	24"x50' terratone / white aluminum coil stock			
	Finish Pine			
65	1x4x8 #2 pine			
15	1x4x10 #2 pine			
50	1x4x12 #2 pine			
40	1x4x14 #2 pine			
55	1x4x16 #2 pine			
20	1x6x12 #2 pine			
35	1x6x14 #2 pine			
35	1x6x16 #2 pine			
4	1x5x12 #2 pine			

18	1x8x10 #2 pine			
4	1x8x12 #2 pine			
18	1x8x16 #2 pine			
200LF	1x4 KD pine strapping			
200LF	2 1/2" primed colonial casing			
1	1x4x8 #1 pine			
1	1x4x10 #1 pine			
1	1x4x12 #1 pine			
1	1x4x14 #1 pine			
1	1x4x16 #1 pine			
1	1x6x12 #1 pine			
1	1x6x14 #1 pine			
1	1x6x16 #1 pine			
1	1x5x12 #1 pine			
1	1x8x10 #1 pine			
1	1x8x12 #1 pine			
1	1x8x16 #1 pine			
1	5/4x4 D4S Select Pine			
1	5/4x5 D4S Select Pine			
1	5/4x6 D4S Select Pine			
1	1x3x16 Primelock Plus			
1	1x4x16 Primelock Plus			
1	1x5x16 Primelock Plus			
1	1x6x16 Primelock Plus			
1	1x8x16 Primelock Plus			
1	1x10x16 Primelock Plus			
1	1x12x16 Primelock Plus			
1	5/4x4x16 Primelock Plus			
1	5/4x45x16 Primelock Plus			
1	5/4x6x16 Primelock Plus			
1	1x4x18 Azek			
1	1x6x18 Azek			
1	1x8x18 Azek			
1	5/4x8x20 Azek			

	New Kitchen Items			
1	24"x 6ft POSTFORM Contertop (45 deg miter left) ANY COLOR - Mock up only			
1	24"x 6ft POSTFORM Contertop (45 deg miter right) ANY COLOR - Mock up only			
1	24"x 8ft POSTFORM Contertop (45 deg miter left) ANY COLOR - Mock up only			
1	24"x 8ft POSTFORM Contertop (45 deg miter right) ANY COLOR - Mock up only			
	Rough Sawn Pine Boards / Timbers			
1500bdft	rough sawn 1" pine boards			
500bdft	rough sawn 2" pine boards			
12	6x6x8 pine timbers			
10	6x6x12 pine timbers			
10	4x4x8 pine timbers			
8	4x4x12 pine timbers			
3	2x6x8 pine planks			
3	2x6x12 pine planks			
16	4x4x12 hemlock timbers			
	Rough Sawn Hardwood Boards	-	-	
500bdft	rough sawn 1" poplar boards FAS grade - RWL			
500bdft	rough sawn 1" red oak boards FAS grade - RWL			
500bdft	rough sawn 1" cherry boards FAS grade - RWL			
500bdft	rough sawn 1" rock maple boards FAS grade - RWL			

Acceptance of Terms and Conditions:

Date

Name of Authorized Official for Bidder (Print)

Signature of Authorized Official for Bidder