



REQUEST FOR BID (RFB)

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

Rancourt Hall Fire Alarm System Replacement

Date: June 9, 2025
Bid Due On: June 23, 2025 at 1:00pm

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@mainecc.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@mainecc.edu

1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College is seeking bids for **Rancourt Hall Fire Alarm System Replacment.**

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 perform **Rancourt Hall Fire Alarm System Replacment.** More specifications in the attached document 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 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: **Rancourt Hall Fire Alarm System Replacment.**
- 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:

From _____ ATTN: _____
 Name Due Date Time **Rancourt Hall Fire Alarm System Replacment**

- 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 Monday, June 23, 2025**. 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@MAINECC.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: **Ray Jacques, Facilities Daily Operations Supervisor**, shall be the College's authorized representative in all matters pertaining to the administration of this contract, **(207) 755-5258**.
- 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.

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 FOR THE replacement of Rancourt Hall fire alarm system.**

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

- * Proposed system meets all functionality of existing system plus the addition of CO detection as required by the City of Auburn and the State of Maine. _____
- * All bedrooms will still have combination smoke/sounder bases. _____
- * System will have a set of dry contacts for signaling an alarm to the monitoring company transmitter. _____
- * Will be testing and utilizing existing wiring with the understanding that there may be ground faults on some wires to repair or replace? Or "No", you will replacing all the wiring between devices. _____
- * Product is either a Simplex or Edwards brand ? If "No", please specify _____
- * CMCC is within your standard service area? Response time for service if needed? _____
- * Please submit your proposed equipment specifications as part of your bid. (make, model. etc.)

Specify approximate earliest date of installation if awarded _____

Net Amount

\$

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

Thank you for your time concerning this bid, please contact Ray Jacques at rjacques@maineccc.edu with any questions or to schedule a site visit.

Acceptance of Terms and Conditions:

Date

Name of Authorized Official for Bidder (Print)

Signature of Authorized Official for Bidder

Project Scope

CMCC is looking to replace an existing fire alarm system in Rancourt Hall to update devices, add CO detection, and eliminate phantom shorts in the wiring. The selected contractor will remove the existing system, supply and install a new system, preferably of either Simplex or Edwards products to minimize the extra parts needed on hand. The old system and devices to be returned to the college after removal unless there is an agreed upon trade-in value. The majority of buildings on campus are either Simplex or Edwards.

- The new system will need to maintain the same functionality as the existing system and meet all applicable fire codes related to dormitory housing. A currently list of devices is included in this RFB, however, CMCC would like to add CO detection to the building in the common areas and bedrooms surrounding the boiler system and as required by law. The City and State requirements relating to CO detection are included in this RFB for reference.
- Each bedroom will still need to have smoke/sounder base functionality, as it does now.
- A remote annunciator panel will still need to be installed in the lobby, while the main panel will be installed in its current location in the boiler room electrical closet.
- The system will still need to have at least a set of dry contacts for notifying the monitoring company of an alarm.
- All existing wiring, if reused, will need to be checked for shorts as the building has had multiple issues with negative ground faults since the building was built in 2007. Contractor will be responsible for correcting any shorts in the wiring as a result of reusing the existing wiring. The college has also found some rooms to have electrical boxes behind the room devices to be floating, not connected to the drywall rings. Please reattach the loose boxes when installing the new devices. Room devices are mounted on bathroom walls and piped into the hallways.
- Coordination for the installation will need to take place with CMCC to ensure the building is not occupied while it is without fire alarm coverage. Installation over mid-late summer of 2025 would be preferred. There will also be windows of opportunity over winter break, and early summer of 2026.
- On site pre-bid visits are recommended if you are unfamiliar with the building or if questions arise.

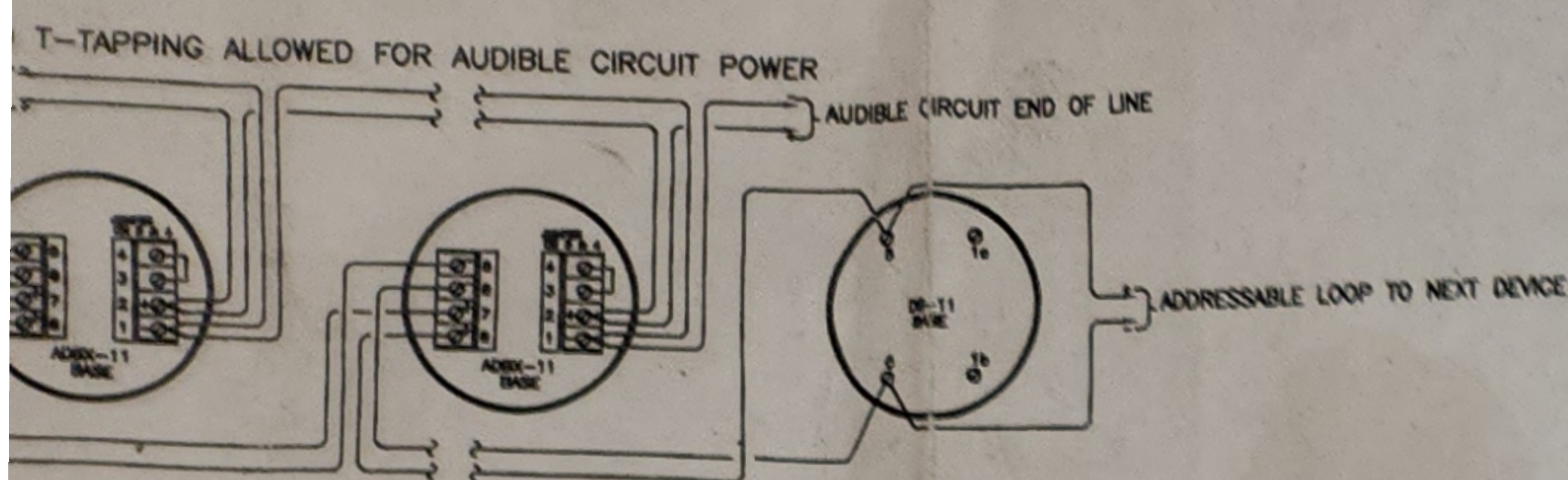
DEVICE NUMBER	DEVICE TYPE	LOCATION/DESCRIPTION
1-6	SD	1ST FL ELECTRIC ROOM (111A)
	SD	1ST FL ELEVATOR LOBBY
1-16	PS	1ST FL LOUNGE (MAIN LOBBY) EXIT
	HD	1ST FL MECHANICAL ROOM (111)
1-14	SD	1ST FL RES. DIR. SUITE BEDROOM
1-15	SD	1ST FL RES. DIR. SUITE LIVING ROOM
1-13	PS	1ST FL CORR BY 107
1-32	PS	1ST FL CORR BY STAIR 128
1-18	SD	1ST FL SUITE 110
1-19	SD	1ST FL SUITE 112
1-20	SD	1ST FL SUITE 114
1-21	SD	1ST FL SUITE 116
1-22	SD	1ST FL SUITE 117
1-24	SD	1ST FL SUITE 118
1-23	SD	1ST FL SUITE 119
1-25	SD	1ST FL SUITE 120
1-28	SD	1ST FL SUITE 121
1-26	SD	1ST FL SUITE 122
1-29	SD	1ST FL SUITE 123
1-27	SD	1ST FL SUITE 124
1-30	SD	1ST FL SUITE 125
1-36	SD	1ST FL SUITE 126 (ADA)
1-31	SD	1ST FL SUITE 127
	SD	2ND FL ELEVATOR LOBBY
	SD	2ND FL ELEVATOR MACHINE ROOM
	HD	2ND FL ELEVATOR MACHINE ROOM
1-52	PS	2ND FL CORRIDOR 207
1-82	PS	2ND FL CORRIDOR @ STAIR 228
1-57	SD	2ND FL SUITE 201
1-53	SD	2ND FL SUITE 202
1-51	SD	2ND FL SUITE 203
1-54	SD	2ND FL SUITE 204
1-55	SD	2ND FL SUITE 210
1-56	SD	2ND FL SUITE 212
1-60	SD	2ND FL SUITE 213
1-68	SD	2ND FL SUITE 214
1-67	SD	2ND FL SUITE 215
1-69	SD	2ND FL SUITE 216
1-72	SD	2ND FL SUITE 217
1-70	SD	2ND FL SUITE 218
1-73	SD	2ND FL SUITE 219
1-71	SD	2ND FL SUITE 220
1-74	SD	2ND FL SUITE 221
1-83	SD	2ND FL SUITE 222
1-75	SD	2ND FL SUITE 223
1-77	SD	2ND FL SUITE 224
1-78	SD	2ND FL SUITE 225
1-80	SD	2ND FL SUITE 226 (ADA)
1-79	SD	2ND FL SUITE 227
	SD	3RD FL ELEVATOR LOBBY
1-102	PS	3RD FL CORRIDOR @ STAIR 308
1-125	PS	3RD FL CORRIDOR @ STAIR 328
1-103	SD	3RD FL SUITE 301

1-104	SD	3RD FL SUITE 302
1-101	SD	3RD FL SUITE 303
1-105	SD	3RD FL SUITE 304
1-106	SD	3RD FL SUITE 310
1-107	SD	3RD FL SUITE 312
1-110	SD	3RD FL SUITE 313
1-112	SD	3RD FL SUITE 314
1-111	SD	3RD FL SUITE 315
1-113	SD	3RD FL SUITE 316
1-116	SD	3RD FL SUITE 317
1-114	SD	3RD FL SUITE 318
1-117	SD	3RD FL SUITE 319
1-115	SD	3RD FL SUITE 320
1-118	SD	3RD FL SUITE 321
1-120	SD	3RD FL SUITE 322
1-119	SD	3RD FL SUITE 323
1-121	SD	3RD FL SUITE 324
1-122	SD	3RD FL SUITE 325
1-124	SD	3RD FL SUITE 326 (ADA)
1-123	SD	3RD FL SUITE 327
	SD	4TH FL ELEVATOR LOBBY
1-151	PS	4TH FL FUNCTION ROOM FRONT EXIT
1-153	PS	4TH FL FUNCTION ROOM REAR EXIT
	DD	4TH FL HALL BY SUITE 412 (ABOVE E-LIGHT)
1-150	PS	4TH FL CORRIDOR
1-175	PS	4TH FL STAIR AT 428
1-155	SD	4TH FL SUITE 410
1-156	SD	4TH FL SUITE 412
1-157	SD	4TH FL SUITE 413
1-159	SD	4TH FL SUITE 414
1-158	SD	4TH FL SUITE 415
1-160	SD	4TH FL SUITE 416
1-163	SD	4TH FL SUITE 417
1-161	SD	4TH FL SUITE 418
1-164	SD	4TH FL SUITE 419
1-162	SD	4TH FL SUITE 420
1-167	SD	4TH FL SUITE 421
1-165	SD	4TH FL SUITE 422
1-168	SD	4TH FL SUITE 423
1-166	SD	4TH FL SUITE 424
1-169	SD	4TH FL SUITE 425
1-171	SD	4TH FL SUITE 426 (ADA)
1-170	SD	4TH FL SUITE 427

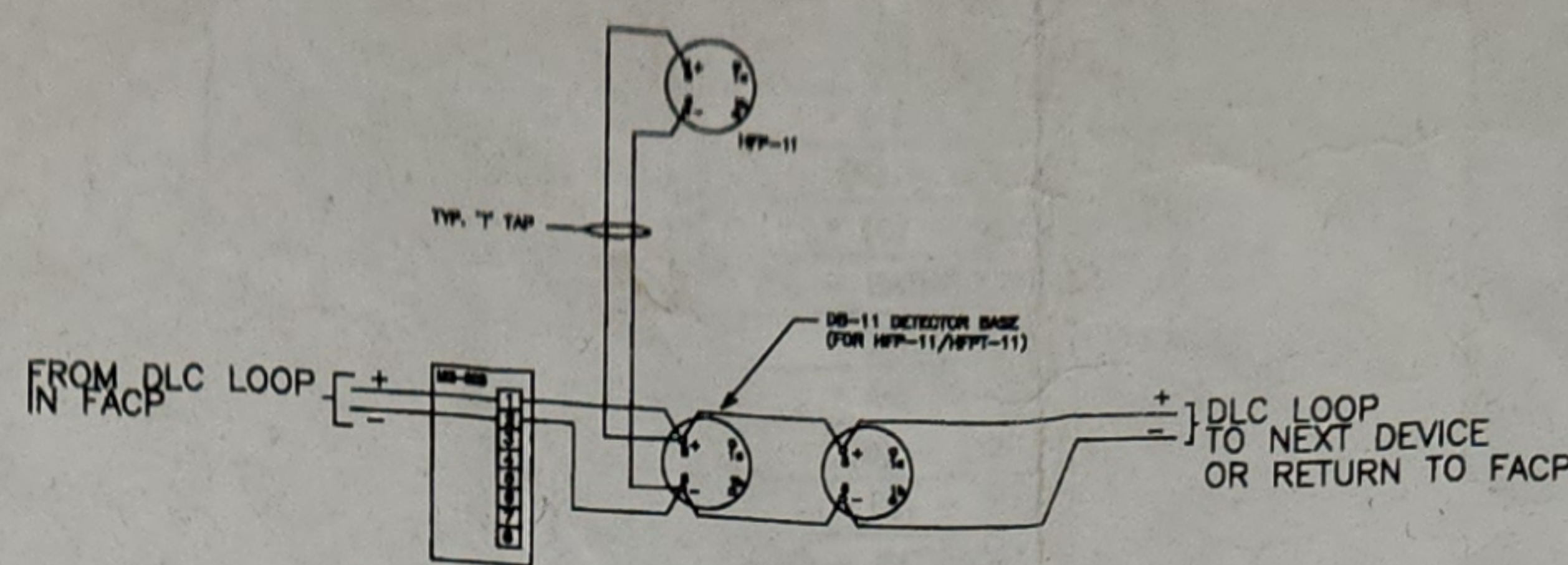
DIAL 1ST FL ELECTRIC ROOM (111A) (RIGHT)

POWER 1ST FL ELECTRIC ROOM (111A) (LEFT)
1ST FL ELECTRIC ROOM (111A) (RIGHT)

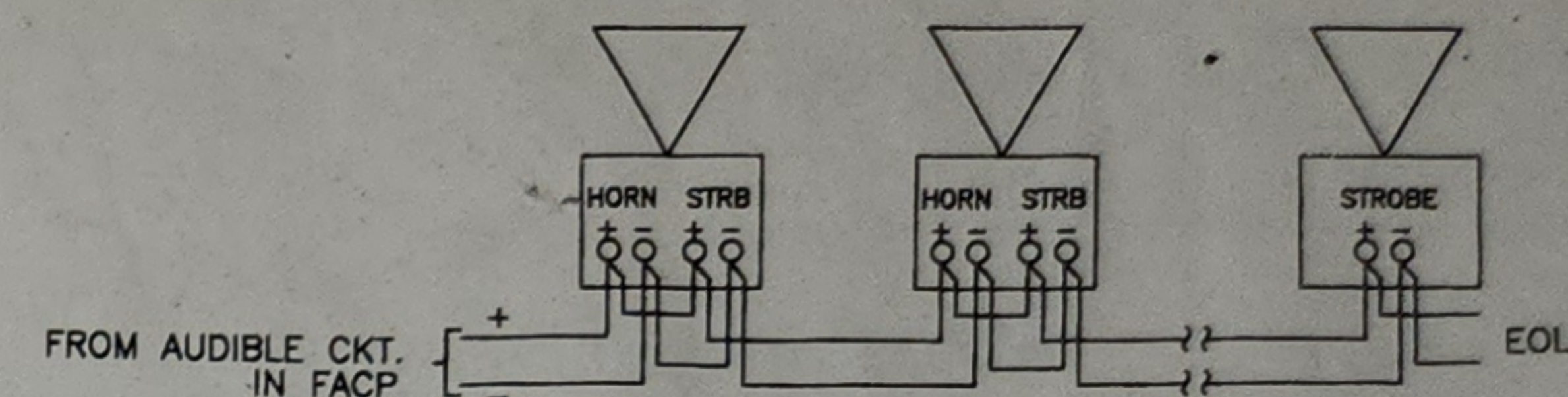
HTRI-D WIRING



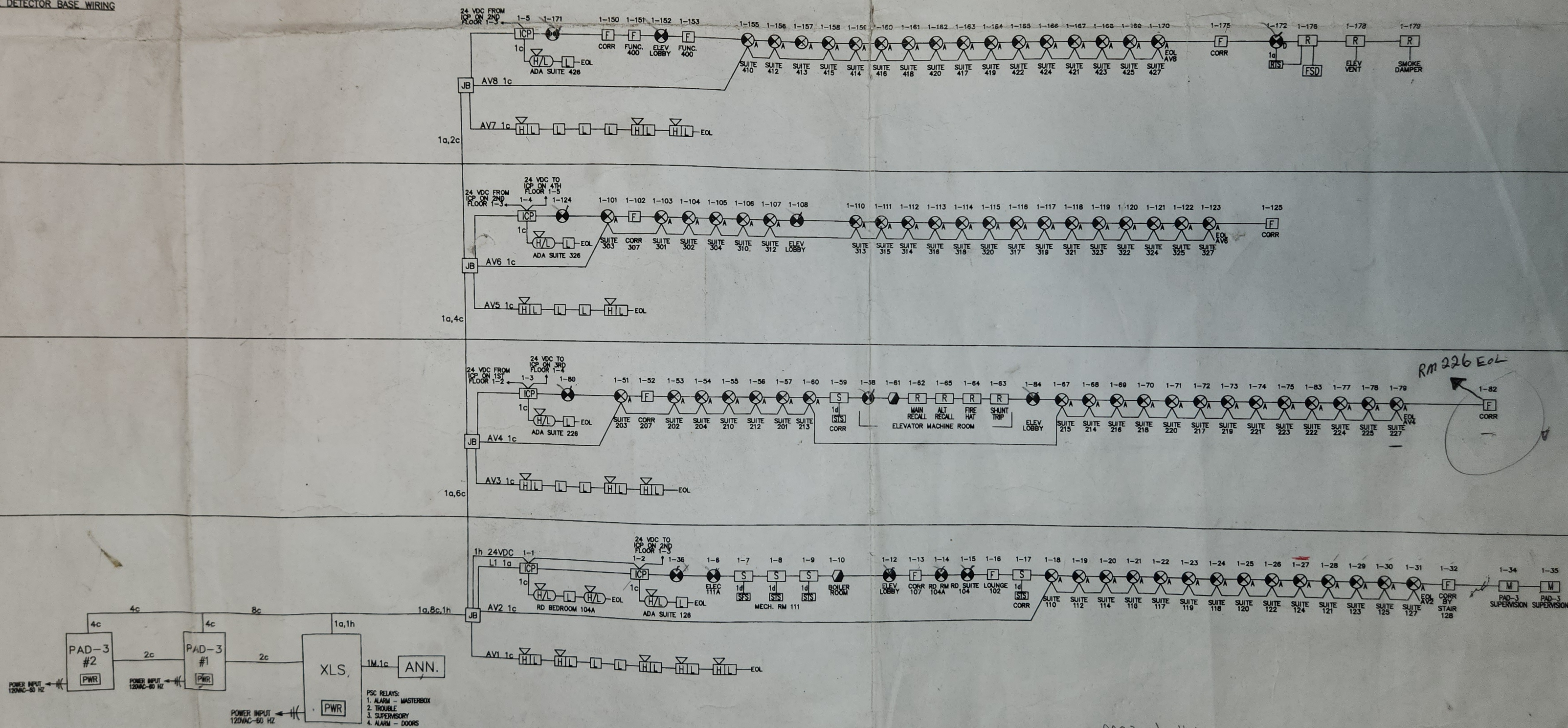
TYPICAL AUDIBLE DETECTOR BASE WIRING



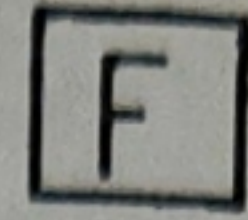




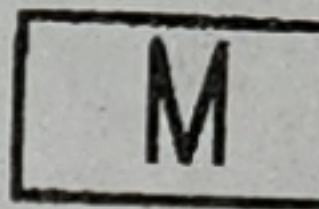
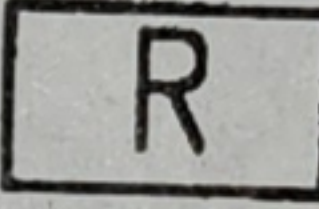
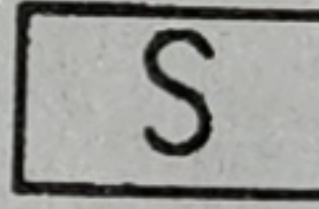
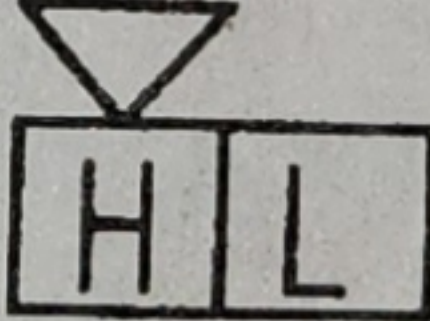
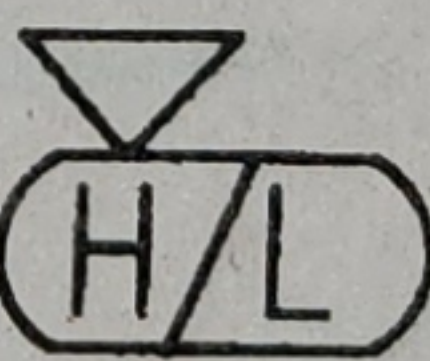




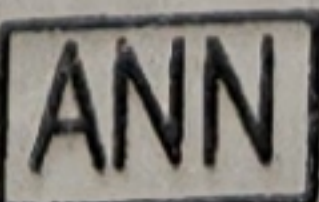
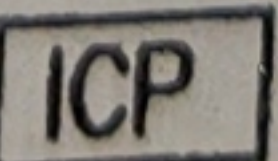
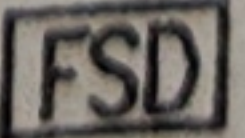
TYPICAL DLC INITIATION LOOP WIRING



TYPICAL CLASS "B" AUDIBLE CKT WIRING



SYMBOL LEGEND

-  FIRE ALARM PULL STATION HMS-S
-  FIRE ALARM SMOKE DETECTOR HFP-11 WITH DB-11 BASE
-  SMOKE DETECTOR HFP-11 WITH AUDIBLE BASE ADBH-11
-  DUCT DETECTOR HOUSING AD2-P
-  THERMAL FIRE DETECTOR HFPT-11 WITH DB-11 BASE
-  MINI SINGLE INPUT INTERFACE MODULE HTRI-M
-  SINGLE INPUT INTERFACE MODULE WITH RELAY HTRI-R
-  SINGLE INPUT INTERFACE MODULE HTRI-S
-  FIRE ALARM HORN STROBE U-MHU-MCS
-  MINI HORN STROBE U-MH-MCS
-  FIRE ALARM STROBE U-MCS
-  WATERFLOW SWITCH (SUPPLIED BY OTHERS)
-  TAMPER SWITCH (SUPPLIED BY OTHERS)
-  REMOTE TEST SWITCH TSM-1
-  ANNUNCIATOR SSD
-  INTELLIGENT CONTROL POINT HCP
-  FAN SHUT-DOWN

AUBURN FIRE DEPARTMENT

CARBON MONOXIDE DETECTOR REQUIREMENTS

Carbon Monoxide Detectors are required in the following circumstances:

Existing Buildings

- In each and every apartment unit in any multifamily building (two or more living units).
- Any existing one-family building where renovation has added at least one bedroom.
- Any conversion of a building to single-family use.

New Construction

- Any newly constructed single-family or multifamily occupancies will have at least one detector installed.

Change of Tenancy

- At the time of each new occupancy, the property owner shall check to make sure carbon monoxide detectors are operating properly. Any time a building changes ownership by sale or exchange, it shall be certified at closing that the purchaser shall install, if not already present, carbon monoxide detectors in accordance with this section within 30 days after the purchase or occupancy, whichever comes later.

Type of Detector Required

- All detectors shall be listed and powered by both battery and AC power. AC power may be either plugged in or hardwired.

Location of Detector Placement

- At least one approved carbon monoxide detector in each area within, or giving access to, bedrooms or sleeping areas.

Maintenance of the Detectors

- The carbon monoxide detectors must be maintained in working condition. After notification in writing of any deficiencies by the tenant, the property owner shall repair or replace the detector. The tenants have the responsibility to keep the batteries charged and installed, to periodically test the detector, and to refrain from disabling the detector.

Location of the Law

- Title 25, Part 6, Chapter 317, §2468

§2468. Carbon monoxide detectors

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Carbon monoxide detector" means a device with an assembly that incorporates a sensor control component and an alarm notification that detects elevations in carbon monoxide levels and sounds a warning alarm and is approved or listed for the purpose by a nationally recognized independent testing laboratory. [PL 2009, c. 162, §5 (NEW).]

A-1. "Educational facility" means a public or private postsecondary institution incorporated or chartered under the laws of this State or a child care facility as defined in Title 22, section 8301-A, subsection 1-A, paragraph B. [PL 2015, c. 375, §1 (NEW); PL 2015, c. 375, §5 (AFF).]

B. "Powered by the electrical service" means either plugged into an electrical outlet or hardwired. [PL 2009, c. 551, §6 (AMD).]

[PL 2015, c. 375, §1 (AMD); PL 2015, c. 375, §5 (AFF).]

2. Carbon monoxide detectors required. The owner shall install, or cause to be installed, by the manufacturer's requirements at least one approved carbon monoxide detector in each area within, or giving access to, bedrooms in:

A. Each unit in any building of multifamily occupancy; a fraternity house, sorority house or dormitory that is affiliated with an educational facility; a children's home, emergency children's shelter, children's residential care facility, shelter for homeless children or specialized children's home as defined in Title 22, section 8101; or a hotel, motel, inn or bed and breakfast licensed as an eating establishment or a lodging place under Title 22, chapter 562. The owner shall use a carbon monoxide detector that is powered by:

- (1) Both the electrical service in the building and a battery;
- (2) A nonreplaceable 10-year battery; or
- (3) A replaceable battery if the carbon monoxide detector uses a low-power radio frequency wireless communication signal, uses multiple sensors, has low-frequency audible notification capability or is connected to a control panel; [PL 2017, c. 322, §8 (AMD).]

B. Any addition to or restoration of:

- (1) An existing single-family dwelling that adds at least one bedroom to the dwelling unit.

The owner shall use a carbon monoxide detector that is powered both by the electrical service in the building and by a battery; and [PL 2015, c. 375, §2 (AMD); PL 2015, c. 375, §5 (AFF).]

C. Any conversion of a building to:

- (1) A single-family dwelling; or
- (1-A) A structure listed in paragraph A.

The owner shall use a carbon monoxide detector that is powered both by the electrical service in the building and by a battery. [PL 2015, c. 375, §2 (AMD); PL 2015, c. 375, §5 (AFF).]
[PL 2017, c. 322, §8 (AMD).]

3. Carbon monoxide detectors for persons with disabilities. Upon the request of a deaf or hard-of-hearing occupant, the owner of a dwelling unit shall provide an approved carbon monoxide detector suitable to warn the occupant within the dwelling unit. If the owner does not provide a suitable carbon monoxide detector, the occupant may purchase, install and maintain a suitable carbon monoxide detector or arrange for proper installation and maintenance of a suitable carbon monoxide detector and may deduct the actual costs from the rent for the dwelling unit. An occupant may not be charged,

evicted or penalized in any way for failure to pay the actual costs deducted from the rent for the dwelling unit.

[PL 2009, c. 162, §5 (NEW).]

4. New construction. A person who constructs any of the following shall install or cause to be installed at least one carbon monoxide detector in each area within, or giving access to, any bedroom in the new construction of:

A. A single-family dwelling; [PL 2011, c. 553, §2 (NEW).]

B. A hotel, motel, inn or bed and breakfast upon initial licensure of that new construction as an eating establishment or a lodging place under Title 22, chapter 562 on or after August 1, 2012; or [PL 2017, c. 322, §9 (AMD).]

C. A fraternity house, sorority house or dormitory established on or after August 1, 2012 that is affiliated with a private or public school or private or public postsecondary institution incorporated or chartered under the laws of this State. [PL 2011, c. 553, §2 (NEW).]

The carbon monoxide detector must be powered both by the electrical service in the building or dwelling and by battery.

[PL 2017, c. 322, §9 (AMD).]

5. Rental units. In a unit occupied under the terms of a rental agreement or under a month-to-month tenancy:

A. At the time of each occupancy, the landlord shall provide carbon monoxide detectors if carbon monoxide detectors are not already present. The carbon monoxide detectors must be in working condition. After notification, in writing, of any deficiencies by the tenant, the landlord shall repair or replace the carbon monoxide detectors. If the landlord did not know and had not been notified of the need to repair or replace a carbon monoxide detector, the landlord's failure to repair or replace the carbon monoxide detector may not be considered as evidence of negligence in a subsequent civil action arising from death, property loss or personal injury; and [PL 2009, c. 551, §9 (AMD).]

B. The tenant shall keep the carbon monoxide detectors in working condition by keeping the carbon monoxide detectors connected to the electrical service in the building, by keeping charged batteries in carbon monoxide detectors backed up by batteries, by testing the carbon monoxide detectors periodically and by refraining from disabling the carbon monoxide detectors. [PL 2009, c. 551, §9 (AMD).]

[PL 2009, c. 551, §9 (AMD).]

6. Transfer of dwelling. A person who, after October 31, 2009, acquires by sale or exchange a single-family dwelling or a multiapartment building shall install carbon monoxide detectors in the acquired dwelling within 30 days of acquisition or occupancy of the dwelling, whichever is later, if carbon monoxide detectors are not already present, and shall certify at the closing of the transaction that the purchaser will make the proper installation. This certification must be signed and dated by the purchaser. The carbon monoxide detectors must be installed in accordance with the manufacturer's requirements at the time of installation in each area within, or giving access to, bedrooms and must be powered both by the electrical service in the dwelling or building and by battery.

A person may not have a claim for relief against a property owner, a property purchaser, an authorized agent of a property owner or purchaser, a person in possession of real property, a closing agent or a lender for any damages resulting from the operation, maintenance or effectiveness of a carbon monoxide detector.

Violation of this subsection does not create a defect in title.

[PL 2009, c. 551, §10 (AMD).]

7. Rules. The Commissioner of Public Safety or the commissioner's designee, in accordance with the Maine Administrative Procedure Act, shall adopt rules pertaining to carbon monoxide detectors. The rules adopted must include, but are not limited to, standards for approved carbon monoxide detectors and all requirements of use, maintenance and installation. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

[PL 2009, c. 162, §5 (NEW).]

8. Penalties. A person who violates this section is guilty of a civil violation and is subject to a fine of not more than \$500 for each violation. The court may waive any penalty or cost against any violator upon satisfactory proof that the violation was corrected within 10 days of the issuance of a complaint.

[PL 2009, c. 162, §5 (NEW).]

9. Liability. Nothing in this section gives rise to any action against an owner required to comply with subsection 2, paragraph A or subsection 5, paragraph A if the owner has conducted an inspection of the required carbon monoxide detectors immediately after installation and has reinspected the carbon monoxide detectors prior to occupancy by each new tenant, unless the owner has been given at least 24 hours' actual notice of a defect or failure of the carbon monoxide detector to operate properly and has failed to take action to correct the defect or failure.

[PL 2009, c. 162, §5 (NEW).]

10. Noninterference. A person may not knowingly interfere with or make inoperative any carbon monoxide detector required by this section, except that the owner or the agent of an owner of a building may temporarily disconnect a carbon monoxide detector in a dwelling unit or common area only for construction or rehabilitation activities when such activities are likely to activate the carbon monoxide detector or make it inactive. The carbon monoxide detector must be immediately reconnected at the cessation of construction or rehabilitation activities each day, regardless of the intent to return to construction or rehabilitation activities on succeeding days.

[PL 2009, c. 162, §5 (NEW).]

11. Educational facilities. An educational facility shall install, or cause to be installed, by the manufacturer's requirements at least one approved carbon monoxide detector in each building of the educational facility that is used for educational purposes by at least 6 persons for at least 4 hours per day or more than 12 hours per week. The owner shall use a carbon monoxide detector that is powered by:

A. Both the electrical service in the building and a battery; [PL 2015, c. 396, §2 (AMD).]

B. A nonreplaceable 10-year battery; or [PL 2015, c. 396, §2 (AMD).]

C. A replaceable battery if the carbon monoxide detector uses a low-power radio frequency wireless communication signal, uses multiple sensors, has low-frequency audible notification capability or is connected to a control panel. [PL 2015, c. 396, §2 (NEW).]

[PL 2015, c. 396, §2 (AMD).]

12. Exemption. A dormitory or other building of an educational facility is exempt from the requirements of this section if the dormitory or other building meets the standards for the installation of carbon monoxide detection and warning equipment adopted by the National Fire Protection Association.

[PL 2015, c. 375, §3 (NEW); PL 2015, c. 375, §5 (AFF).]

13. Compliance schedule. A public or private postsecondary institution shall, for each dormitory or other building that is not exempt from the requirements of this section pursuant to subsection 12, begin installation of carbon monoxide detectors as required by this section by August 1, 2016 and shall achieve full compliance by January 1, 2019.

[PL 2015, c. 375, §3 (NEW); PL 2015, c. 375, §5 (AFF).]

SECTION HISTORY

PL 2009, c. 162, §5 (NEW). PL 2009, c. 551, §§6-10 (AMD). PL 2011, c. 553, §§1, 2 (AMD). PL 2015, c. 375, §§1-3 (AMD). PL 2015, c. 375, §5 (AFF). PL 2015, c. 396, §§1, 2 (AMD). PL 2017, c. 322, §§8, 9 (AMD).

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