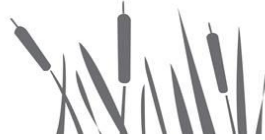


**SCARBOROUGH  
MAINE**



**Town of Scarborough  
259 US Route One  
Scarborough, ME 04070-0360**

## **Request for Proposal Remodel Black Point Fire Station Kitchen**

**RFP 162018**

Date of Issue: January 19, 2018

**Important Notice:** If you received this solicitation from the Town of Scarborough's website, you must register with the Purchasing Agent to receive subsequent amendments.

**Larissa Crockett  
Assistant Town Manager**

## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01**

Sealed Proposals will be received in the Town Clerk's Office, Scarborough Town Hall, 259 US Route 1, Scarborough, Maine 04074 on February 7, 2018 from parties interested in providing a submittal package for "Remodel Black Point Fire Station Kitchen" for the Town of Scarborough Fire Department.

The proposals, if mailed should be clearly marked on the front "**Remodel Black Point Fire Station Kitchen**". **Faxed proposals will not be considered.**

The Town reserves the right to accept or reject any and all proposals.

Attention: ***Town of Scarborough, Purchasing Agent***  
Request for Proposal (RFP) Number: **162018**  
***Remodel Black Point Fire Station Kitchen***  
***259 US Route One***  
***PO BOX 360***  
***Scarborough, ME, 04070-0360***

Proposals must be received no later than 10:00 am., EDT on **February 7, 2018** Faxed and/or emailed proposals are **NOT** acceptable. ***These proposals will not be publicly opened.***

A Vendor's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

All proposals submitted shall become property of Town of Scarborough and will not be returned.

***CONTACT INFORMATION;***  
***Kim Morrison, Purchasing Specialist***  
PHONE **207-730-4083**  
FAX **207-730 4088**  
EMAIL – [kmorrison@scarboroughmaine.org](mailto:kmorrison@scarboroughmaine.org)

### **THE PREFERRED CONTACT METHOD IS VIA EMAIL**

All inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business two days prior to the bid opening to the attention of Kim Morrison, Purchasing Specialist. The Town is not responsible for oral interpretations given by any Town employee or representative.

### **1.02**

#### **Purpose of the RFP**

The Town of Scarborough Fire Department is seeking proposals for a remodel of our Black Point Fire Station Kitchen. The Town operates six fire stations located throughout the community. The Black Point Fire Station is located at 341 Black Point Road, is staffed daily by Firefighters, who work and utilize the station 24 hours a day.

All materials should be able to withstand heavy daily use and demonstrate good durability characteristics and low maintenance. The design should maximize functionality of the space and have

pleasing aesthetics that blend with the existing decor. The proposal should include the following detailed specifications:

### 1.03

#### Scope of Work

The work included in this contract consists of furnishing all labor, materials, equipment and other incidentals necessary to complete the Detailed Specifications.

#### Detailed Specifications:

1. Work shall be completed between 7:00 am – 7:00 pm.
2. Remove the existing wooden kitchen cabinetry
3. All materials necessary for project
4. All solid wood cabinet construction
5. Solid surface countertop(s)
6. Use of existing appliances except dishwasher, including resetting
7. Removal and disposal of all existing materials
8. Replacement of sinks, faucets and dishwasher (The Dishwasher will be provided by the Town and relocated by the contractor as per drawing)
9. All necessary electrical and plumbing work based on project design
10. All necessary framing, drywall and painting. Any painting shall include no less than 2 coats
11. Any lighting identified by the project design
12. Color Scheme including paint color and finish to be included
13. Estimated completion date

#### Site Conditions:

The site is a working Fire Station and care must be taken to allow operation of the fire station. When working on the kitchen, the station will still be in operation with the cooking being performed on the outside grills. It is important to remove the old cabinets and replace with new cabinets as quickly as possible to minimize disruption to the station. The contractor shall keep the materials neat and orderly. Water and electric power are available on site.

Bidders who are interested in conducting a site visit prior to submitting a proposal may do so by scheduling an appointment with Fire Chief Michael Thurlow via email at [mthurlow@scarboroughmaine.org](mailto:mthurlow@scarboroughmaine.org), or phone 207-730-4201.

#### Cleaning:

During construction, the Contractor and their subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Station Captain.

The Town of Scarborough is not responsible for site safety. The final selection shall be based on these criteria:

1. Overall design aesthetics and function
2. Material durability and quality, including any warranty

3. References
4. Experience
5. Estimated completion time
6. Cost

## **SECTION TWO STANDARD CONTRACT INFORMATION**

### **2.01**

#### **Contract Intent**

This RFP is intended to result in the Remodel of Black Point Fire Station Kitchen.

### **2.02**

#### **Contract Approval**

This RFP does not, by itself, obligate the Town. The Town's obligation will commence when funds are appropriated by the Town Council, and the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the Vendor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the Vendor, even work done in good faith, if it occurs prior to the contract start date set by the Town.

### **2.03**

#### **Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

### **2.04**

#### **Right of Rejection**

Vendors must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

**The Town of Scarborough reserves the right to accept or reject any or all proposals should it be deemed in the best interest of the Town.**

### **2.05**

#### **Town Not Responsible for Preparation Costs**

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **2.06**

#### **Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

### **2.07**

#### **Subcontractors**

Work under this proposed contract is not to be subcontracted without the prior written consent of the Purchasing Agent.

## **2.08**

### **Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Town of Scarborough) and, if so, the nature of that conflict. The Town Manager or their designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Vendor. The Town Manager's determination regarding any questions of conflict of interest shall be final.

## **2.09**

### **Solicitation Advertising**

Public notice has been provided in accordance with the Town Purchasing Ordinance.

## **2.10**

### **Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Maine. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in a Superior Court for Cumberland County.

## **2.11**

### **Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## **2.12**

### **Continuing Obligation**

Regardless of the terms and conditions of any third-party financing agreement, the Vendor agrees that none of its responsibilities under this contract are transferable and that the Vendor alone will continue to be solely responsible until the expiration date of the contract and warranty. By signature on this proposal the Vendor acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

## **2.13**

### **Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract signed by the Town and the selected Vendor.

## **2.14**

### **Insurance and Indemnifications**

**Indemnification:** The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the

contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**Insurance:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

**Proof of insurance is required for the following:**

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

**Workers Compensation:**

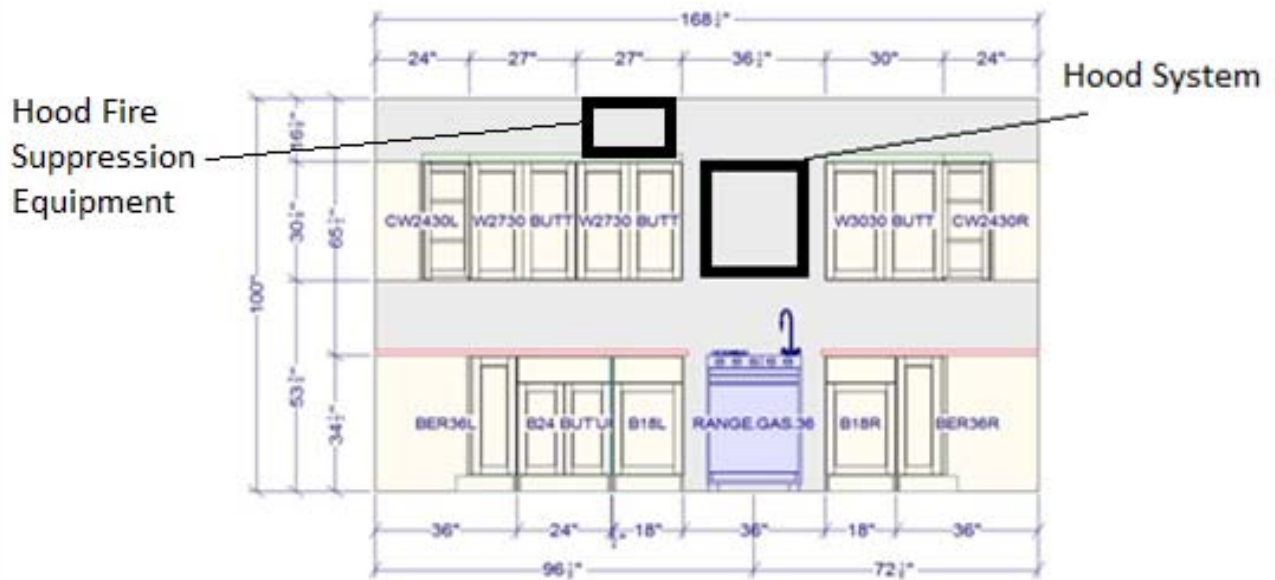
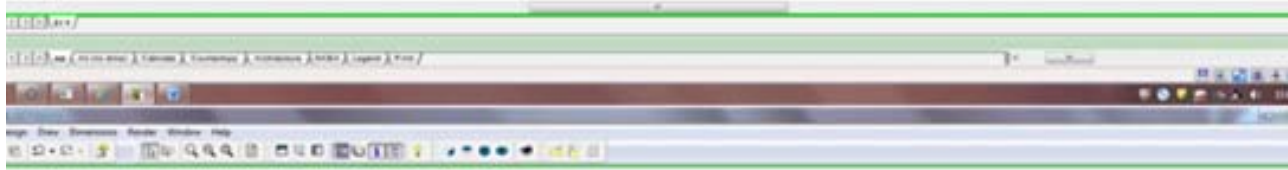
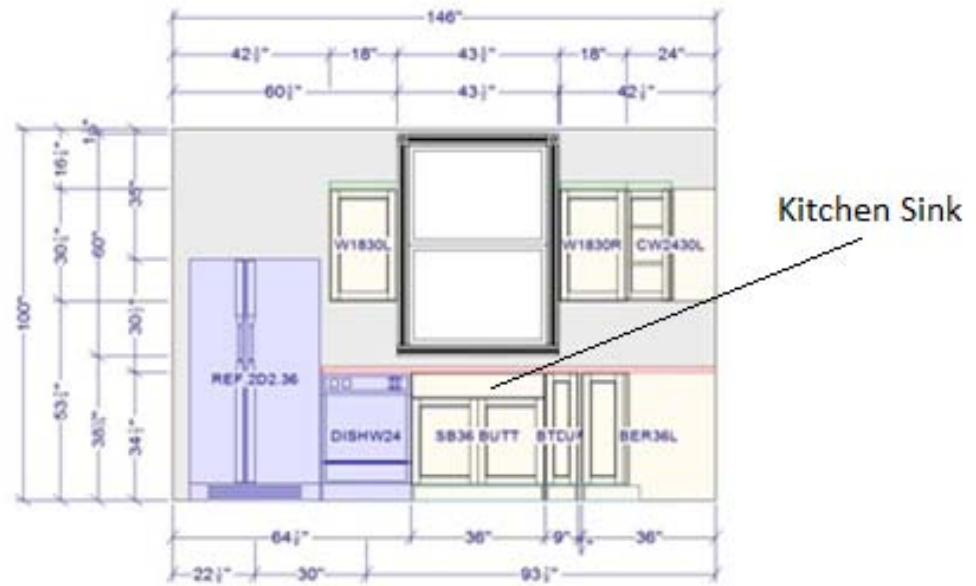
The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

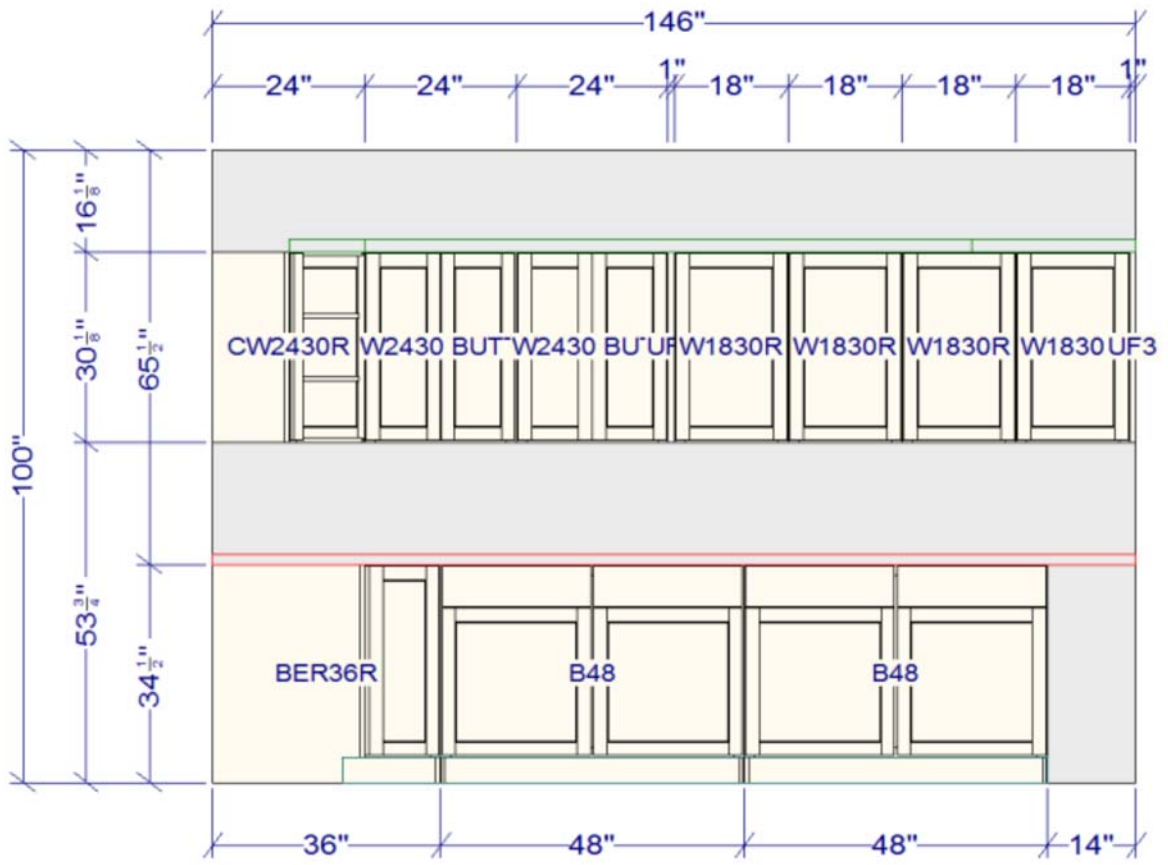
**Liability Insurance:**

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- (a) For liability, for bodily injury, including accidental death \$2,000,000 on account of one occurrence and \$2,000,000 aggregate limit.
- (b) For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
- (c) All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

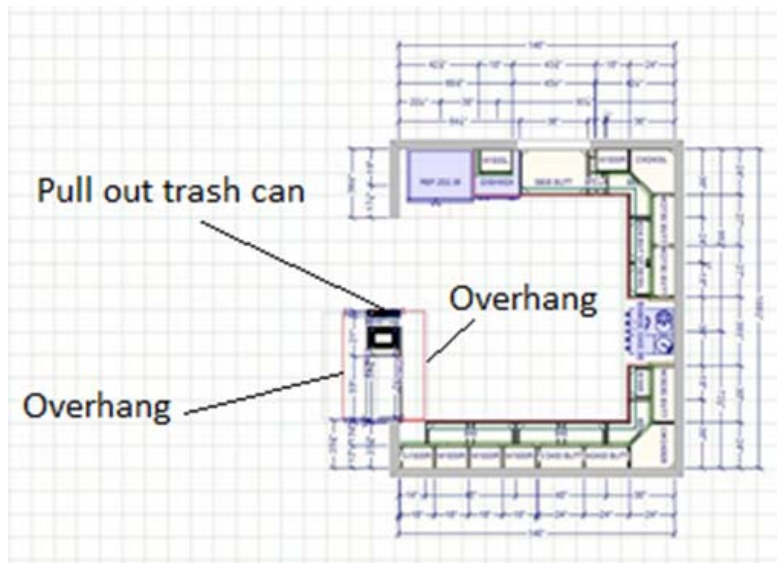
### Conceptual Project Drawings







The kitchen sink is directly under the window  
Hood Cooking Suppression System is directly above the stove  
Hood Suppression Equipment also located above the stove, to the left over the cabinets



The island will have an overhang around both sides. The island will have a pullout trash can affixed to the end.

**Vendor List**

Alliance Construction Inc.  
160 Pleasant Hill Road, Scarborough, ME 04074  
207-885-0855  
[team@allianceconnst.com](mailto:team@allianceconnst.com)

B. Z. Builders  
47 County Road, Scarborough, ME 04074  
207-839,3851  
[busybzb@maine.rr.com](mailto:busybzb@maine.rr.com)

Eider Investments Inc.  
258 Black Point Road, Scarborough, ME 04074  
207-883-0157  
[info@eider-inc.com](mailto:info@eider-inc.com)

Gower & Son LLC  
3 Meeting House Road, Scarborough, ME 04074  
207-671-3176  
[gowerandsonllc@gmail.com](mailto:gowerandsonllc@gmail.com)

Hoyt's Custom Woodworks  
144 County Road, Gorham, ME 04038  
207-318-3960  
[hoytscustomwoodworks@gmail.com](mailto:hoytscustomwoodworks@gmail.com)

Maine Properties  
197 US Route 1, Scarborough, ME 04074  
207-494-1221  
[mikeg@mepropllc.com](mailto:mikeg@mepropllc.com)

plus posting on the town's website