

City of Portland Maine

**Portland International Jetport
Secure Exit Portal**

NOTICE TO BIDDERS

Sealed bids for Secure Exit Portal, as specified herein, will be received by the Purchasing Office, City Hall, 389 Congress Street, Room 103, Portland, Maine 04101, until 3:30 p.m., Thursday, November 29, 2012, at which time they will be publicly opened.

Project Name: Secure Exit Portal
And Associated Renovations at the Portland International Jetport
Bid #3513

Location: Portland International Jetport
1001 Westbrook Street, Portland, Maine

Outline of Work: This project consists of select demolition and the construction of a new secure exit portal, with support spaces (including but not limited to a Security Control Room and a Storage Room), on the second floor of the existing terminal. Construction will include building new walls, including a glazed storefront wall system, new ceilings, new flooring, electrical & mechanical work, and the installation of security access & surveillance equipment, as well as pedestrian control devices. Also included is the enclosure of an existing escalator. Additional new carpeting and new ceiling tile are identified throughout the Mezzanine area of the second floor.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting on Tuesday, November 13, 2012 at 10:00 a.m. This meeting will be held in the Jetport Manager's Office Conference Room, 1001 Westbrook Street, Portland, Maine. Meeting attendees should disregard any signage that indicates that only ticketed passengers are allowed on the 2nd level of the Jetport. Only those firms represented at this meeting will be allowed to submit a bid on this project.

Copies of the contract documents for the above referenced project will be available at 9:00 a.m., Monday, November 5, 2012, at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101, upon payment in advance of \$75.00 for each set of plans & specifications (with CD of all documents in PDF format), or \$100.00 for each set of documents to be mailed. Such payments will not be refunded. Each prospective bidder will be required to obtain from the City each set of the proposal form and each set of plans; Email: jrl@portlandmaine.gov, of phone: (207) 874-8654, fax: (207) 874-8652. Proposals (bids) from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this bid.

Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening. Three complete copies of the bid submission, including any descriptive literature, shall be submitted on the forms provided and in an envelope plainly marked on the outside with the Bid's title and number.

Questions regarding this bid shall be made in writing only and be sent to the Purchasing Office, being received no later than five working days prior to the bid opening. They may be hand delivered, mailed, e-mailed to mff@portlandmaine.gov or faxed to 207-874-8652. Questions that result in modifications to the bid's specifications will be in the form of a written addendum and sent to all bid holders on registered in the Purchasing Office.

The work shall be as detailed in the attached pages of specifications, and shall be conducted under the direction of the Jetport Facilities & Engineering Manager, or designee.

The successful contractor shall furnish all labor, materials and equipment necessary to do this work as is specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice. Any item of material, equipment or labor not mentioned in the Specifications but which is required to complete the project as specified, must be included in the bid by the bidder. The successful contractor shall be responsible for removal and disposal of any fencing and related items, where fence replacement is indicated.

The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time.

Work shall be conducted in an orderly manner and all work shall comply with all applicable federal, OSHA, State, State of Maine department(s) and State of Maine board(s) and local laws and regulations. Contractor shall be responsible for the protection and safety of the public, their own work force and that of the City's. Waste materials must be cleared and removed at the end of each work day.

The successful bidder shall supply the City with a Performance Bond and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All bonds shall comply with the requirements of Maine state law.

The successful applicant(s) shall agree to save the City harmless from all losses, costs or damages caused by his acts or those of his agents, and, before signing the contract, will produce evidence satisfactory to the Corporation Counsel of the City of Portland that he has secured Automobile and General Public Liability insurance coverage in the amount of not less than five hundred thousand dollars (\$500,000) per person, one million Dollars (\$1,000,000) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and shall also procure Worker's Compensation Insurance coverage, or written statement of exemption from Workers' Compensation coverage requirement. The successful applicant shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination from insurance company or agent. The City disclaims any and all responsibility for injury to vendors, their agents, their subcontractors, if any, or to others while examining the job sites or at any other time.

The contractor shall commence work within ten (10) calendar days of the date specified in the "Notice to Proceed" and shall fully complete the work within sixty (60) calendar days from time work commences. **Work hours shall be from the hours of 7:30 p.m. and 5:00 a.m. Monday through Friday. Work will not be allowed to take place on weekends unless approved in advance by the City of Portland.**

The City will be responsible for obtaining the Building Permit. All other fees and/or permits that may be necessary will be the responsibility of the Contractor. No fees will be waived by the City. The costs for these items shall be included in each bidder's proposal.

Equal Employment Opportunities. Vendor shall comply fully with the Non-discrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

It is the custom of the City to pay its bills 30 days following delivery and receipt of invoices or bills for all items covered by the purchase order. In submitting bids under these specifications bidders should take into account all discounts, both trade and time allowed in accordance with this payment policy, and should quote a net price. *The City is exempt from the State's Sales and Use Tax and from all Federal Excise tax.*

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the bidder's qualifications, capability to perform, availability, past performance record and to verify that the bidder is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

November 2, 2012

Matthew Fitzgerald
Purchasing Manager