



Project Manual for:

Communications Center Renovations

Portland International Jetport

BID # 5014

MARCH 16, 2014

CITY OF PORTLAND, MAINE

Notice to Contractors

COMMUNICATIONS CENTER RENOVATIONS at
PORTLAND INTERNATIONAL JETPORT

Sealed bids will be received at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 P.M., Wednesday, April 2, 2014, at which time they will be publicly opened, for:

Project Name: Communications Center Renovations
Bid #5014

Location: Portland International Jetport
1001 Westbrook Street
Portland, Maine

Outline of Work: This project consists of extensive demolition and renovation of the existing Communications Center. Construction will include installation of new walls, new ceilings, flooring, electrical & mechanical work, installation of desktop surfaces, cabinets and other, related work. There will be no structural work in this project. The contractor is required to carry an allowance for work to be performed by the City's contracted security hardware firm under the general contract. That firm will perform most of the I.T. fitout of the space (wiring & installation of computers, monitors, E.G.), and the cost of that work is included in the allowance.

The contractor will be responsible with coordinating with the efforts of City personnel, and of vendors employed by the Portland International Jetport (PWM), for work that will be performed outside of the general contract, but must be performed during the construction. Contractor coordination shall include, but not limited to working with the following:

- City of Portland personnel for the installation of the City of Portland intranet and telephone system.
- Local computer firm for miscellaneous computer work.
- The firm performing the installation of the CONSOLE (reference H7/ A-1).
- Additional security hardware/software work.
- The firm performing work on the paging system
- The firm working with the FIDS (Flight Information Display System)

It should be reiterated that the costs of the work performed by City of Portland personnel and PWM vendors will be paid for directly by The City, and will not be a part of the general contract. The contractor shall, however, be responsible for coordinating work with the Owner's vendors.

MANDATORY PRE-BID CONFERENCE

It is mandatory that all prospective bidders attend a pre-bid meeting that will be held the Jetport Manager's Office on Wednesday, March 26, 2014 at 10:00 A.M. Only those firms represented at this meeting may bid on the project.

Copies of the above documents will be available 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 and specifications or \$100.00 for each set of plans and specifications to be mailed. Each prospective bidder will be required to obtain from the City each copy of the proposal form and each set of plans; e-mail jrl@portlandmaine.gov, or phone (207) 874-8654, fax (207) 874-8652.

CITY OF PORTLAND, MAINE

CITY OF PORTLAND, MAINE

**COMMUNICATIONS CENTER RENOVATIONS at
PORTLAND INTERNATIONAL JETPORT**

Notice to Bidders

Sealed bids for the above project, addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received **until 3:00 PM on Wednesday, April 2, 2014**, at which time they will be publicly opened.

All bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late, faxed or bids submitted electronically will be rejected.

MANDATORY PRE-BID MEETING

There will be a **mandatory pre-bid meeting held on Wednesday, March 26, 2014, at 10:00 A.M.** This meeting will commence at the Airport Manager's Office, 1001 Westbrook Street, Portland, Maine. Only those firms represented at this meeting will be allowed to submit a bid on this project.

In the event of inclement weather, please check the local media outlets, the City of Portland Purchasing website (www.portlandpurchasing.com) and/or call the City's Purchasing Office, 207-874-8654 regarding any postponement. If Portland Schools and/or City operations have been cancelled, any scheduled pre-bid meetings will be cancelled as well. NOTE: Every effort will be made to provide as much forewarning as possible regarding these decisions.

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or email krc@portlandmaingov). Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

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 project.

This bid will be awarded to the bidder that submits the lowest base bid amount.

The successful bidder 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 bidder 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 contractors, their agents or others while examining the job or at any other time.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

The contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. The contractor affirms that the equipment, or work, shall be in full compliance with any and all applicable O.S.H.A., D.O.T., ANSI, Federal, State and/or municipal regulations. **The Jetport will obtain the building permit, however the Contractor will be responsible for acquiring all additional permits and/or licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.**

The contractor shall erect and maintain, at all times, any and all safeguards necessary for the protection of life and property of all pedestrian and vehicular traffic. Note that this project will require care by the contractor to limit the disruption to passengers, visitors and Jetport staff and tenants. Delivery of materials shall be coordinated with the City's project manager.

It is the custom of the City of Portland, Maine to pay its bills 30 days following delivery of items, their acceptance, and receipt of invoices for, all items covered by the Purchase Order(s). 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 quote a net price.

Equal Employment Opportunities. Vendor shall comply fully with the Nondiscrimination 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, and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

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.

March 16, 2014

Karen C. Marston
Assistant Purchasing Manager

PROPOSAL

Proposal of _____

Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: Karen C. Marston, Assistant Purchasing Manager
City Hall, Room 103
389 Congress Street
Portland, ME 04101

The undersigned having carefully examined the site of the work; the Plans; Standard Specifications, including all current amendments or revisions there of; the Supplemental Specification, Special Provisions; Contract Agreement and Contract Bonds, where applicable, contained herein for the **Communications Center Renovations at the Portland International Jetport** on which proposals will be received until the time specified in this bid document; and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at lump sum price stated in the following Price Proposal Page submitted by the undersigned.

This Proposal may be accepted by the City of Portland at any time within ninety (90) calendar days after opening of the bids.

**PRICE
PROPOSAL**

The undersigned having examined the attached document do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the price stated in the following Proposal:

TOTAL PRICE: \$ _____
(Award Basis)

TIME FOR COMPLETION FROM START OF WORK IS AS STATED IN SECTION 01100

WARRANTY OF LABOR: _____

WARRANTY OF MATERIALS: _____

The undersigned also agrees as follows:

FIRST: To do any extra work which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Architect and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December, 2002.

SECOND: To begin work on the date specified in the Architect's "Notice to Commence Work" as mutually agreed and to prosecute said work in such a manner as to complete it in the time stated on this proposal.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within ninety (90) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

The undersigned 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 you.) If in doubt as to status or interest, please disclose to the extent known.

Respectfully submitted this _____ day of _____, 20 _____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

Telephone Number _____ Fax Number _____

Social Security Number : _____

(Signatures for a Firm, Partnership or Corporation on next page.)

PROPOSAL (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Telephone Number _____ Fax Number _____

Social Security or Tax ID Number : _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____
(name) (title)

Business Address _____

Telephone Number _____ Fax Number _____

Tax ID Number : _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____

_____ SS

Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public - Signature and Seal

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
Corporation, which records are in my legal custody.

Officer having custody of the records
_____.ss

Before me appeared, _____,
_____ of the _____ Corporation, and made
oath that the above statement is true.

Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

	Name and Address of Supplier	Products to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

BID #5014

**[SAMPLE]
AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND**

(CONTRACTOR)

AGREEMENT entered into this _____ day of _____, 2014 by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and _____, located at _____ (hereinafter the "**CONTRACTOR**").

WITNESSETH

WHEREAS, the **CITY** did advertise by Bid #5014, entitled Communication Center Renovations at the Portland International Jetport, and

WHEREAS, the **CONTRACTOR** did, under date of April 2, 2014, submit a Bid for such work; and

WHEREAS, after due consideration of all the Proposals, the **CITY** did award the Bid to the **CONTRACTOR**;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the Communications Center Renovations at the Portland International Jetport project in accordance with the specifications contained in the contract documents entitled Communications Center Renovations at the Portland International Jetport, Bid #5014, dated March 16, 2014 (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the **CONTRACTOR**'s Proposal, and any and all General and Detailed Provisions and Plans.

2. It is agreed that the amount(s) given on the Proposal Page in the **CONTRACTOR's** Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement, and that the amount due under this Agreement so determined is _____ (\$_____) (hereinafter referred to as the "Contract Price"). The **CITY** will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the **CONTRACTOR**.
3. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
4. The **CITY** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to **CONTRACTOR** pursuant to the terms of this Agreement.
5. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Automobile coverage, Professional Liability 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 also Worker's Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.
6. PARAGRAPH INTENTIONALLY DELETED
7. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
8. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract and a "Notice to Commence Work" to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives said Notice and to complete the work in the time specified; that date/time is:_____. The time set for such completion may be extended only by written consent of the Airport Director (hereinafter referred to as the "**DIRECTOR**").
9. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
10. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.

- 11. The **CONTRACTOR** shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
- 12. **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such services shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **DIRECTOR**.
- 13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- 14. The **CITY** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and year first above written.

WITNESS

CITY OF PORTLAND

BY: _____

Mark H. Rees
It's City Manager

CONTRACTOR

By: _____

(Print or type name)

Its _____

Approved as to Form:

Approved as to funds:

Corporation Counsel's Office

Budget Office