



## ***Request for Proposals For Roofing Repair or Replacement Services***

### ***Request for Proposals***

The Midcoast Regional Redevelopment Authority (MRRA) is a governmental agency created by the State of Maine (5 MRSA §13083-G) with the responsibility of implementing the Reuse Master Plans for the Naval Air Station Brunswick (NASB) and the Topsham Annex site.

MRRA is soliciting Requests for Proposals (RFP) from qualified contractors to provide roofing services for certain MRRA buildings at Brunswick Landing (the former NAS Brunswick facility).

### ***Project Goal***

MRRA requires the assistance of a contractor to preform roofing repair or replacement services on a work order basis on commercial, industrial, and governmental or institutional buildings at Brunswick Landing and/or the Topsham Commerce Park. This is an indefinite quantity/indefinite delivery contract proposal.

### ***RFP Schedule***

Release Date:	April 28, 2018
Pre-Bid Conference:	May 3, 2018 at 10:00 a.m.
Deadline for Written Questions	May 8, 2018 on or before 5:00 p.m.
Responses to Questions Posted on Web	May 14, 2018 on or before 5:00 p.m.
Proposal Due Date and Time:	May 22, 2018 at 10:00 a.m.
Oral Interviews (if necessary):	May 29, 2018
Estimated MRRA Award Date:	June 6, 2018
Anticipated Agreement Start Date:	July 1, 2018

MRRA reserves the right to modify this RFP at any time. Bidder is responsible to contact MRRA (contact info below) prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to MRRA's website at <http://mrra.us/about/rfpsjobs/>.

# ***Request for Proposal Process***

## ***Section 1: Instructions to Bidders***

### **1.1 Submissions Being Solicited in Fair and Open Process**

MRRA is seeking professional roofing contractor for maintenance and repair services

MRRA is soliciting submissions under this Request for Proposal in a fair and open process. Written submissions in response to this RFP should be submitted to the following:

Midcoast Regional Redevelopment Authority  
15 Terminal Road, Suite 200  
Brunswick, Maine 04011  
Attention: Eric Perkins  
ericp@mrta.us

**Pre-Bid Conference.** A pre-bid conference/walk through to view the properties to be covered by this agreement will take place on **May 3, 2018**. This meeting will take place at MRRA's offices located at the address above and will include a walkthrough of the buildings.

**Final Date for Inquiries/Answers to Inquiries.** Written questions received prior to the Pre-Bid conference will be read and answered at the Pre-Bid Conference. Verbal or telephone inquiries directed to MRRA **will not be answered**. The Final Date for Inquiries shall be **May 8, 2018, on or before 5:00 p.m.** Answers to all questions received in writing or via e-mail or verbally at the Pre-Bid Conference will be posted on MRRA's website at <http://mrta.us/about/rfpsjobs/> before 5:00 p.m. on **May 14, 2018**. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

To be considered, please submit four (4) copies of your proposal and qualifications to the above-mentioned address no later than **10:00 a.m. on Tuesday, May 22, 2018**. Awards shall be made publicly by an award of bid by the Executive Committee of the MRRA Board of Trustees at a public meeting. No oral, written or other form of amendment will be accepted by the MRRA after this time, unless requested by MRRA. MRRA reserves the right to reject any or all submissions, to waive any requirements of the RFP and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of MRRA. It is the responsibility of the respondent to monitor MRRA's website for updates and responses to questions ([www.mrra.us](http://www.mrra.us))

The preparation of an RFP response shall be at the expense of the respondent. MRRA will not reimburse firms for any costs associated with the preparation or submittal of a response. By responding to this RFP, firms acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

## 1.2 Contact Information

It is MRRA's preference that questions be delivered via email with the subject line titled **"MRRA Roofing Contractor Bid"** and addressed to: [ericp@mrra.us](mailto:ericp@mrra.us)

Alternatively, questions may be submitted in writing by U.S. Mail and addressed to:

Midcoast Regional Redevelopment Authority  
Attention: Eric Perkins  
15 Terminal Road, Suite 20  
Brunswick, Maine 04011

## 1.3 Proposal Format

Responses should include completion of the attached Appendices, as well as address the requirements of Section 3 and the selection criteria in Section 1.4. **Your response must be placed in a sealed envelope and clearly labeled with the title "MRRA Roofing Contractor Bid" and the firm's name and business address**, and mailed or delivered to MRRA's address in Section 1.2 above.

Submissions which, in the sole judgment of the MRRA, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

Submissions should provide a straightforward and concise delineation of the respondent proposal and commitment to satisfy the requirements of the RFP.

## 1.4 Criteria Used for Basis of Award

Submissions will be evaluated on the basis of experience in providing desired services and the following other factors:

- a. Knowledge of the subject matter
- b. Past performance reputation in the field
- c. Professional expertise, including accreditation, licensing and/or membership in appropriate professional associations
- d. Availability and anticipated ability of the firm to accommodate and successfully provide the requested contracted services on a timely basis
- e. Availability of personnel and other resources to do the work on the schedule set forth by MRRA
- f. Designated professional and support staff and location of office(s)
- g. Strength of assurances of performance provided
- h. Financial stability and strength of the submitting firm
- i. References in general
- j. Insurance provided

- k. Fee and compensation proposal. Fees will not necessarily be the sole or determinate factor in determining the most responsible bid.
- l. Other factors as demonstrated to be in the best interest of MRRA.

Since the members of the Review Committee shall utilize the criteria set forth above in making an award pursuant to this RFP, you are urged to provide sufficient information on the above criteria to be evaluated in your submission. A screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified. The Review Committee will present a recommendation to the Executive Committee of the MRRA Board of Trustees for an award of bid. MRRA reserves the right to interview the respondents. MRRA is not bound by the lowest cost proposal, but may accept the proposal that is considered the best value for MRRA. MRRA also reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation. MRRA also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.

**1.5 Proposal Period.** Proposal prices are to be firm for ninety (90) days.

#### **1.6 Proposal as Public Information and Property of MRRA**

The information submitted in each proposal may be subject to public disclosure pursuant to State and Federal law. All responses to the RFP will become the property of MRRA.

### ***Section 2: Scope of Services***

**2.1 Contract.** The duration of the contract will be for five years commencing with contract signing, with two (2) one-year renewable options. Any annual adjustment amounts of the fees for services during the first five years must be identified in the response to the RFP. Also, any annual adjustments made during the renewal option years must be submitted by a 90-day written notification before the start of a calendar year. The contract is subject to appropriation funding by the MRRA Board of Trustees.

The provisions of this RFP and the Successful Bidder's responses shall be incorporated by reference into MRRA's an Agreement Roofing Contractor between MRRA and Successful Contractor.

MRRA may terminate the contract in whole or in part, with or without cause, with a thirty (30) day written notification. Upon termination, the contractor will be paid for all services, labor, and material up to the effective date of the cancellation.

**2.2 Compliance with Laws.** The firm selected shall comply with all applicable federal, state and local statutes, rules and regulations. It should be noted that depending on funding source the Contractor may be required to pay Davis Bacon wages.

**2.3 Indemnification.** The selected firm shall defend, indemnify and hold harmless MRRA, its officers, agents and employees from all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the any acts or omissions

of the Respondent or any of its principals, employees or agents under this request for qualification or under any agreement executed with MRRA.

**2.4 Contractor, Not an Employee.** Successful Contractor, and his or her employees or agents, are not employees or agents of MRRA and are not entitled to worker's compensation or any benefit of employment with MRRA. MRRA shall have no responsibility for security or protection of Successful Contractor's supplies or equipment.

**2.5 Conflict of Interest.** Firms must identify any conflict of interest that may arise from providing services to the MRRA. MRRA reserves the right to: 1) disqualify any firm or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; 2) require the firm to take any action or supply information necessary to remove the conflict; or 3) terminate any contract arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to MRRA's satisfaction.

**2.6 Examination of Documents and Locations.** Contractors shall completely familiarize themselves with the documents and job locations referenced in this RFP. Contractors shall make all investigations required to thoroughly familiarize themselves with the work scope, worksites, and/or services to be furnished in accordance with the proposal. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of MRRA's compensation to the contractor.

**2.7 Assignment/Subcontractor.** The Successful Contractor may **not** assign or subcontract any of the award contract without the prior written consent of MRRA.

**2.8 Security/Bonding.**

2.8.1 Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility exterior doors remain locked during his/her work hours and upon departure from the facility.

2.8.2 The Successful Contractor shall submit to MRRA, upon request, names and addresses of all individuals who will be performing the work. MRRA may conduct background checks and insist that personnel be replaced.

2.8.3 The Successful Contractor shall provide evidence that all its employees are covered by a blanket fidelity bond, a copy of which must be given to MRRA.

- 2.9 **Confidentiality.** Confidentiality is required from the Successful Contractor and its employees at all times. The Successful Contractor, or their employees, shall never review files, paperwork or other work-related information, which may be secured or unsecured in any facility.
- 2.10 **Critical Operating Hours.** The Successful Contractor shall plan the work while keeping disturbances to the employees/invitees of MRRA to a minimum. MRRA is responsible for providing the routine schedule of each facility hours to the Successful Contractor in advance to allow for scheduling of janitorial activities. Janitorial work must be scheduled to ensure the facilities will be cleaned prior to the facility being open to the public.
- 2.11 **Taxes.** MRRA is tax exempt. All taxes should be excluded from this proposal.
- 2.12 **Safety.** Successful Contractor will ensure that industry-accepted safe practices are followed in the performance of the work.
- 2.13 **Changes.** Changes in the areas serviced and/or specifications may be necessary during the term of the contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of MRRA and the Successful Contractor. MRRA reserves the right to add or delete services at any time upon reasonable notice to Successful Contractor. If services are requested, the contractor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of the contract agreement.
- 2.14 **Payment.** Payment will be made to Successful Contractor within 30 days upon receiving the monthly invoice and after approval by MRRA's finance department. The invoice shall state the date the service was performed and the amount for each building. Special services provided will be billed via a separate invoice and described by the service provided and the date it was provided.
- 2.15 **Additions/Deletions.** MRRA may, by written change notice, add or delete facilities, areas, or the service requirements. Such changes shall be negotiated on the basis of a prorated price consistent with the Successful Contractor's response to this RFP.

## **2.16 Insurance.**

- 2.16.a Successful Contractor shall, at its cost and expense, obtain and maintain at all times during the duration of the contract Commercial General Liability insurance, including Contractual Liability Insurance with a combined bodily injury and property damage limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) in the aggregate, insuring against all liability of Successful Contractor and its representatives arising out of and in connection with Successful Contractor's use or occupancy of the Premises.
- 2.16.b Professional liability for damage alleged to be as a result of errors, omissions or negligent acts of Successful Contractor coverage in an amount not less than \$1,000,000 per claim.
- 2.16.c Workers' compensation and employer's liability coverage shall comply with the laws of the State of Maine.
- 2.16.d The Successful Contractor shall provide a Certificate of Insurance to the Landlord, naming MRRA as additional insured, and maintain an active Certificate of Insurance during the term of this agreement.
- 2.16.e All insurance required under this contract shall be issued by insurance companies licensed to do business in the jurisdiction where the Premises are located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "A. M. Best's Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to MRRA before cancellation or any change in the coverage, scope or amount of any policy.

**2.17 Davis-Bacon Wages.** Please note that some assignments may require compliance with current Davis Bacon Wage Act of 1931. All federal government construction contracts, and most contracts for federally assisted construction over \$2,000, must include provisions for paying workers on-site no less than the locally prevailing wages and benefits paid on similar projects.

## **Section 3: Scope of Services**

On a task order basis, the selected contractor shall perform all necessary prep and repair of roofing systems at Brunswick Landing and/or Topsham Commerce Park. The contractor shall be required to provide all necessary equipment and materials and to complete all roofing repair services.

The contractor may be called upon to undertake any or all of the following tasks for a particular roofing repair task:

- 3.1 Services necessary to make needed repairs on rubber membrane, built up and metal roofing systems.
- 3.2 Snow removal on an as needed basis.
- 3.3 When repairs are required, the Contractor will be contacted by a member of the MRRA staff and will be expected to make the repairs in a timely manner based on the pricing contained in this proposal.
- 3.4 The Contractor shall provide all labor, materials, equipment and supervision with incidental
- 3.5 If repairs are beyond the scope of this pricing, the Contractor is expected to contact MRRA with an explanation and an estimated cost for these repairs.
- 3.6 Upon completion of each repair, or when directed by the MRRA Property Manager the Contractor and the Property Manager shall conduct careful inspection and shall correct all defective work to the satisfaction of the Owner.
- 3.7 Remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory condition.
- 3.8 Because of the wide nature of this scope of work, firms must show they have experience dealing with both simple and complex problems in their field of expertise.

## PROPOSAL COVER PAGE

## MRRA – Roofing Services Contractor

<b>Bidder's Organization Name:</b>			
<b>Chief Executive - Name/Title:</b>			
<b>Tel:</b>		<b>E-mail:</b>	
<b>Headquarters Street Address:</b>			
<b>Headquarters City/State/Zip:</b>			
<i>(Provide information requested below if different from above)</i>			
<b>Lead Point of Contact for Proposal - Name/Title:</b>			
<b>Tel:</b>		<b>E-mail:</b>	
<b>Headquarters Street Address:</b>			
<b>Headquarters City/State/Zip:</b>			

- This proposal and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the bid opening.
- No personnel currently employed by MRRA participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

<b>Name (Print):</b>	<b>Title:</b>
<b>Authorized Signature:</b>	<b>Date:</b>

## APPENDIX B

### DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION MRRA – Roofing Services

<b>Bidder's Organization Name:</b>	
------------------------------------	--

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of MRRA.**

Name (Print):	Title:
Authorized Signature:	Date:

**QUALIFICATIONS & EXPERIENCE FORM  
MRRA ROOFING SERVICES BID**

<b>Bidder's Organization Name:</b>	
------------------------------------	--

**Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.**

**APPENDIX C (continued)**

**Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the “Scope of Services/Specifications” portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and email address.**

*If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.*

Project One	
<b>Client Name:</b>	
<b>Client Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

**Appendix C (continued)**

Project Two	
<b>Client Name:</b>	
<b>Client Contact Person:</b>	
<b>Telephone:</b>	
<b>E-Mail:</b>	
Brief Description of Project	

**APPENDIX C (continued)**

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

## APPENDIX D

### **COST PROPOSAL FORM MRRA ROOFING SERVICES BID**

<b>Bidder's Organization Name:</b>	
------------------------------------	--

Instructions: Bidders should provide one fixed rate for all labor, material and supplies for the initial contract year AND all subsequent anniversary years of the contract.

#### **Fixed Rate – First Year**

Straight Time Labor Rates	\$_____
Overtime Time Labor Rates	\$_____
Snow Removal Costs	\$_____
Flashing/Membrane Roof per L/F	\$_____
Flashing/Built-up Roof Per L/F	\$_____
Repair/Membrane Per Sq Ft	\$_____
Repair/Built-up Per Sq Ft	\$_____
Transportation charge portal-to-portal	\$_____
Any Addition Charges (please explain)	\$_____

**For subsequent increase in Total Rate (if any) during the remainder of the five year contract term, state:**

Second Year: Increased by \_\_\_\_\_% equals:

Third Year: Increased by \_\_\_\_\_% equals:

Fourth Year: Increased by \_\_\_\_\_% equals:

Fifth Year: Increased by \_\_\_\_\_% equals:

## **EXCEPTIONS/DEVIATIONS**

### **MRRA ROOFING SERVICES BID**

Each Bidder shall detail any exceptions or deviations, if any, to any terms and all conditions listed in this RFP. Each exception must reference a corresponding section, page, and paragraph. It shall provide a detailed explanation as to why the Bidder cannot meet the requirement or why the requirement is not applicable to the Bidder.