

Regional School Unit 22

Hampden • Frankfort • Newburgh • Winterport

24 Main Road North
Hampden, Maine 04444

Phone: 207.862.3255

Fax: 207.862.2789

Nicholas Raymond, Superintendent



Christine Boone, Assistant Superintendent

Request for Proposal

Administration Modular Office Building and Associated Construction Services

RFP Due Date: February 15, 2024

RSU 22 will consider all qualified responses to this RFP and evaluate each Proposal based on criterion established in this RFP. Sealed proposals are being solicited to provide engineering services for the new Administration Building Project in RSU 22. To be considered, proposals must be received in the RSU 22 Administration office by February 15, 2024 @ 2:00 PM

Please contact William Booth, Director of Facilities for any questions, requests for clarifications or interpretations. Responses will be handled as addenda to this RFP and will be communicated to all potential vendors.

Contact: William Booth
Email: bbooth@rsu22.us
Address: 24 Main Road North
Hampden, Maine 04444

Submission of Proposals are due: **February 15, 2024, by 2:00 PM** - Proposals are to be hand delivered or mailed with one (1) original and three (3) copies.

Deliver to: William Booth
Director of Facilities, RSU 22
24 Main Rd N
Hampden, ME 04444

RE: Administration Modular Office Building and Associated Construction Services

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before February 12, 2024, by 5:00 P.M.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency, or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to bbooth@rsu22.us.

Any proposal received at the designated location after the time and date specified for receipt shall be considered non-responsive. Any non-responsive proposal will not be evaluated for award. Each Respondent must in its RFP, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt

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of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the District determines that circumstances warrant it. A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

PURPOSE OF THIS RFP

RSU 22 seeks to contract for the services of several modular building vendors with expertise in all phases of the work associated with the design modification, construction, site preparation, transportation, and installation of a turn-key modular building to be used for District Administration functions. The work will include, but is not limited to; modular building construction, preconstruction design modification, site design and preparation, permitting, modular transportation, installation, tenant improvement, and commissioning of the modular building.

Selected vendors will be responsible for the review of site conditions, design of District specified modifications to the basic modular unit, building of the modified design to the District approved design, site preparation, transportation of the unit to the site, and unit installation. The selected vendors shall provide construction materials and assemblies according to applicable local codes, regulations, and standards. Site location for modular building is to be located on the Main Campus – 24 Main Road N, Hampden, Maine 04444.

PROPOSAL TERMS AND REQUIREMENTS

RSU 22 reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by RSU 22 to be in the best interest of the District. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of Ninety (90) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The proposal shall be no more than 40 pages total in length (20 sheets, not

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including Contract Compliance, printed in a double-sized format). Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked "**RFP RSU 22 Administration Modular Office Building and Associated Construction Services.**"

All proposals become the property of RSU 22 once reviewed, whether awarded or rejected.

Coverage and Participation: The intended coverage of this RFP and any resulting agreement, shall be for Construction, delivery and placement of Modular building and all associated construction requirements for occupancy of @ 24 Main Road N, Hampden, Maine 04444. RSU 22 reserves the right to not enter into any contract, to add or delete elements, or to change any element of coverage and participation at any time without prior written notification and without any liability or obligation of any kind or amount.

Good Faith Statement: All information provided by RSU 22 in this RFP is offered in good faith. Individual items are subject to change at any time. RSU 22 makes no certification that any is without error. RSU 22 is not responsible or liable for any use of the information or any claims asserted there from.

Background:

The RSU 22 school district is comprised of the four towns of Hampden, Newburgh, Winterport, and Frankfort. Currently there are approximately 2360 students receiving an education at our seven schools.

Four of the schools are elementary schools: Earl C. McGraw (grades K-2) and George B. Weatherbee (grades 3-5) in Hampden, Newburgh Early Childhood Center (PreK only) in Newburgh, and Leroy H. Smith (grades PreK-4) in Winterport.

Two of the schools are middle schools: (grades 6-8) at Reeds Brook serving Hampden and Newburgh and (grades 5-8) at Samuel L. Wagner serving Winterport and Frankfort.

Hampden Academy (grades 9-12) is the single high school for the district. Total district enrollment is 2360 students who are instructed and supported by 375 administrators, teachers, specialists, and staff.

The current Administration Building is located on the main campus in Hampden, Maine. The goal is to hire a modular firm to provide a turnkey Administration Building and associated construction and installation services.

Capacity and Scalability: New administration building will be approximately 3900 sf, one level, ADA compliant, with a full basement. The chosen Modular Firm is responsible for building design development from the schematic design provided by RSU 22.

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SCHEDULE

The following is the solicitation schedule for this procurement.

<u>Activity/Event</u>	<u>Anticipated Date</u>
Pre-Proposal Meeting	January 11, 2024
Interview Modular Companies	February 7, 2024
Proposal Due Date	February 15, 2024
Consultant Selection/Negotiate Scope of Professional Services Agreement (PSA)	February 26, 2024
PSA Execution, Award and Notice to Proceed After	February 28, 2024
Site work to Begin	May 15, 2024
Work Completion	September 1, 2024

Note:

The above schedule is for informational purposes only and is subject to change at RSU 22 discretion. Proposals submitted shall define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by RSU 22 and the selected firm.

INTERVIEW

RSU 22 has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. If RSU 22 chooses to interview any respondents, the interviews will be held February 7, 2024. Respondents selected for interview will be expected to be available that week.

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General terms

Consideration of Proposals: The District reserves the right to reject any and all proposals; to accept portions of bids and alternates in any order or combination; is not obligated to accept the lowest or any RFP; and may waive any informality or irregularity in submittal procedures.

Proposal Binding Period: Prices quoted in the Vendor's response for all labor and materials will remain in effect for a period of at least ninety (90) business days from the issuance date of the Vendor's response. Labor rates should remain in effect for the length of the project.

Price Stability: Contract prices and discounts shall be fixed at a not to exceed price at the time the contract is signed. In no case shall the price exceed the proposal price.

Proposal Ownership: All proposals shall remain the property of RSU 22.

This RFP is not an offer to contract. Acceptance of a proposal neither commits RSU 22 to award a contract to any supplier, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. We reserve the right to contract with a supplier for reasons other than lowest price. We will thoroughly examine each proposal for best price, product quality, performance measures, flexibility, and customer support.

Proposals are to be made in good faith, without fraud, collusion, or connection of any kind with any other contractor for the same work. All bidders must complete in their own interest and in their own behalf. If you are subcontracting any portion of this agreement, you must identify the subcontractor in your proposal and agree that all subcontractors are bound to all terms and conditions of this RFP.

The supplier will absorb all costs incurred in the preparation and presentation of the proposal. All suppliers who submit proposals will be notified of the results of the selection process.

RSU 22 reserves the right to reject any or all proposals, in whole or in part, with or without cause, even if all the stated requirements are met. In addition, RSU 22 may enter into negotiations with one or more entities simultaneously and award a contract without notification. At the sole discretion of RSU 22, bidder presentations may be requested before award of the contract. RSU 22 may also request the opportunity to view a demonstration of the proposed technology.

Debarred Bidders or Subcontractors: A vendor who is currently subject to state or federal debarment order or determination shall not be considered for evaluation by the procurement team.

Conflict of Interest: A vendor may be disqualified on the basis of a real or apparent conflict of interest that is disclosed by the proposal or other data available to the Company.

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Hold Harmless/Indemnification: The Vendor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Vendor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. The Vendor shall hold harmless and indemnify the RSU 22 and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage or injury, real or alleged resulting from any act or omission of the Vendor. The Vendor shall, upon written demand by the RSU 22, assume and defend at the Vendor's sole expense any and all such suits or defense of claims.

Information provided to Bidders: The Vendor is deemed to have examined the Bid Documents and satisfied itself as to the sufficiency of the information provided and that its pricing summary covers the cost of complying with all the requirements of the Bid documents and of all matters and things necessary for the due and proper performance and completion of professional services.

Pricing: All Pricing should be submitted free of any sales tax. RSU 22 is sales tax exempt.

References: Provide a list of at least three (3) current references where similar work was successfully being performed. The reference list is to include contact individuals, company name, current email address, and current telephone numbers. RSU 22 reserves the right to contact any individuals that are listed for references regarding the technology, vendor, service, or any other factor.

Oral Contracts: Any alleged oral contracts or arrangements made by a respondent with any employee of RSU 22 will be superseded by the written contract.

Amending or Canceling Requests: RSU 22 reserves the right to amend or cancel this RFP, at any time, if it is in the best interest of RSU 22.

Rejection for Default or Misrepresentation: RSU 22 reserves the right to reject the proposal of any vendor that is in default of any prior contract or for misrepresentation.

Clerical Errors in Awards: RSU 22 reserves the right to reject inaccurate awards resulting from clerical errors.

Rejection of Qualified Proposals: Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP. Please note that sealed bids received after the above stated deadline may be rejected and considered disqualified, and no faxed bids will be accepted.

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Dispute Resolution: Vendor disputes arising out of, or relating to, the contract must be submitted in writing to the Director of Facilities. The Director of Facilities will issue a decision within 10 business days. Vendors that wish to appeal the decision must do so by contacting the Superintendent within 5 business days of notification of the Director of Facilities. The Superintendent will issue a decision within 10 business days of receiving a written appeal of the Director of Facilities decision. The decision of the Superintendent is final.

Presentation of Supporting Evidence: If requested, respondent(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.

Changes to Proposals: No additions or other changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of RSU 22 may be required at the sole expense of the respondent.

SECTION 2:

SCOPE OF WORK INTRODUCTION

The RSU 22 of 24 Main Road N, Hampden, Maine, 04444 is requesting proposals from **RFP RSU 22 Administration Modular Office Building and Associated Construction Services** RSU 22. The Modular services desired include, but are not limited to preparation of plans, specifications and estimates of costs for construction project, conducting investigations, preparation of reports, land surveying activities, construction inspection, and construction activities.

DESCRIPTION

Modular Company will:

1. Preparation of plans and specifications for construction project varying in complexity, for the entire project. Services may include preliminary plans and cost estimates, necessary field work, drafting, design, surveying, construction inspection, and project management.
2. RSU 22 will pay for all permits, Modular company is to apply for required permits.
3. Coordinate, facilitate and/or attend project-related meetings as requested by RSU 22.

REQUIREMENTS

1. Ability to work effectively with RSU 22 staff with respect to any of the Modular services required.
2. Ability to work effectively with the public and regulatory agencies.
3. The ability to function in a support role to the Director of Facilities The consultant's services may be utilized for construction activities that exceed the staffing level or expertise of the Director of Facilities.

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TASKS

1. Construction Projects services as requested on public school projects including, but not limited to sanitary sewer, storm sewer, water mains, street paving, sidewalks, drainage projects, and building repairs in accordance with Town of Hampden and RSU 22 Standards and procedures.

Plans and Specifications

2. Preparation of plans and specifications shall include preliminary reports, identification of alternatives, cost estimates and contract documents. The consultant shall also secure all necessary permits from all approving agencies, but not to the Maine Department of Environmental Protection (MDEP) and the Maine Department of Transportation (MDOT).

Supervision and Administration

3. Contract administration shall require the performance of all general field services required on construction projects such as construction staking, continuous monitoring of the project, coordination and supervision of testing services, approval and correction of shop drawings, attendance at meetings and conferences, final inspection and measurement, periodic reporting of progress, preparation of progress payments, review and recommendation of claims, preparation of change orders and preparation of final payment.

Supervision and Inspection

4. Construction supervision and full-time inspection services shall be provided on all construction work on which this task is assigned. Sufficient personnel as agreed upon by RSU 22 shall be assigned to the construction project to assure that each element of the project is constructed in keeping with the plans and specifications approved by RSU 22. Activities associated with this task will be dedicated to verifying that all materials provided, and work performed is in conformance with the project plans and specifications and they include:
 - a) Providing inspection personnel that possess the necessary, current accreditations.
 - b) Thorough review of the plans and specifications, and other project related documents prior to construction start up.
 - c) Daily communication with contractor supervision to coordinate inspection activities and to properly inspect, test, measure and document the work.
 - d) Daily communication with the contractor advising of needed corrections to the work – i.e. traffic control, soil erosion device maintenance, etc.
 - e) Daily communication with the survey crew(s) to obtain proper interpretation of stakes and coordinate daily staking needs.

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- f) Daily communication with testing personnel to properly sample and test the materials and work.
- g) Attend progress/planning meetings.
- h) Inspect materials to be used in the work, verifying they meet the project specifications.
- i) Document material usage and quantities on Daily Observation Reports.
- j) Review/inspect the Contractor's equipment to confirm it meets the project specifications and document the specific type and amount of equipment used on the Daily Observation Reports.
- k) Inspect the Contractor's workmanship to verify that it meets the methods, tolerances, time requirements, temperature requirements, etc., of the specifications and document this on Daily Observation Reports.
- l) Inspect and document that the work is performed and completed to the lines, grades and elevations required by the project plans and specifications.
- m) Document daily Contractor workforce and weather conditions on the Daily Observation Reports.
- n) Document daily Contractor activities, including any description and explanation of downtime, damage to the work, any actions taken by others including public and private utilities, Town of Hampden forces, adjacent property owners, etc., on the Daily Observation Reports.
- o) Where possible, final measure work as it's done by the contractor, calculate quantities and document this on the Daily Observation Report.
- p) Conduct daily review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area.
- q) Conduct periodic nighttime review/inspection of temporary traffic control devices and the maintenance of traffic throughout the construction influence area, as needed.
- r) Provide certified storm water operators and conduct daily inspection of all soil erosion and sedimentation control devices for proper maintenance and effectiveness as placed.
- s) Perform and document NPDES inspections at the required frequencies, suspend any work and/or reject any materials not conforming to the contract requirements.
- t) Document changes, extra work, "revisions to" notes, etc., on the plans provided to the inspector to assist in preparation of "as built" plans.
- u) Develop and maintain the project "punch list"
- v) Keep all needed force account documentation, as required.

The Consultant shall furnish its inspectors with equipment and materials as necessary to properly perform their work.

5. As-Built Construction Plans

The specific tasks associated with the development of the "as-built" plans include:

- a) Obtain "original" contract plans from RSU 22
- b) Document all plan changes, extra work, "revisions to" notes, etc. as project work progresses.

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- c) Collect and confirm all field changes, develop the appropriate “as-constructed” notes.
- d) Develop/draft the “as-built” drawings, review and approve the “as-built” plans.

The “as-built” plans will conform to RSU 22 Standard Specifications and will be provided to RSU 22 on CD or other approved media. As-built plans shall be provided within one month of completion of the project.

MINIMUM REQUIREMENTS

In keeping with the objective, the description, the requirements, and the consultant’s tasks as previously indicated in this Request for Proposal, the consultants submitting proposals shall outline, in detail, the manner in which the consultant shall work with RSU 22 and the Town of Hampden to fulfill their needs.

The outline, at a minimum, shall address:

1. Staffing and personnel.
2. Communication and coordination.
3. Compatibility with RSU 22 standards, goals, and objectives.
4. Working relationship between consultant and RSU 22 staff.
5. Information which will assist the District to determine the consultant’s capability of performing the work.
6. Detailed scope of services to demonstrate the consultant’s ability to produce bid documents for a full and complete project including, but not limited to underground utility design and construction, surface-level storm water handling design and construction, feasibility studies, road design and construction, repair of existing buildings and other structures, and retrofitting of existing infrastructure to meet regulatory requirements.

SECTION 3: MINIMUM INFORMATION REQUIRED EVALUATION CRITERIA

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications – 20 points
- B. Past Involvement with Similar Projects – 30 points
- C. Proposed Work Plan – 20 points
- D. Fee Proposal (include in a separate sealed envelope) – 20 points.
- E. Appendices – 10 points

TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under

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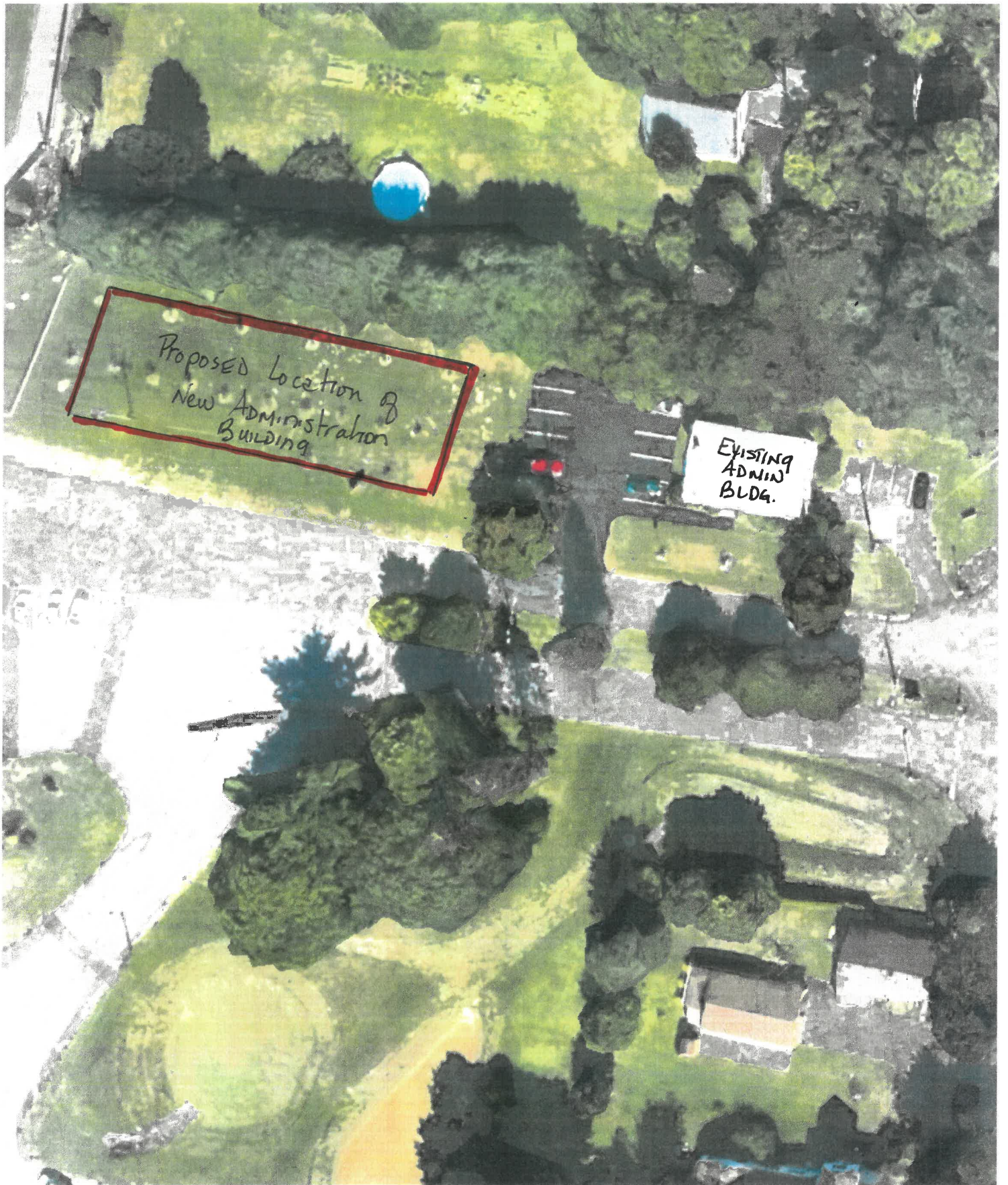
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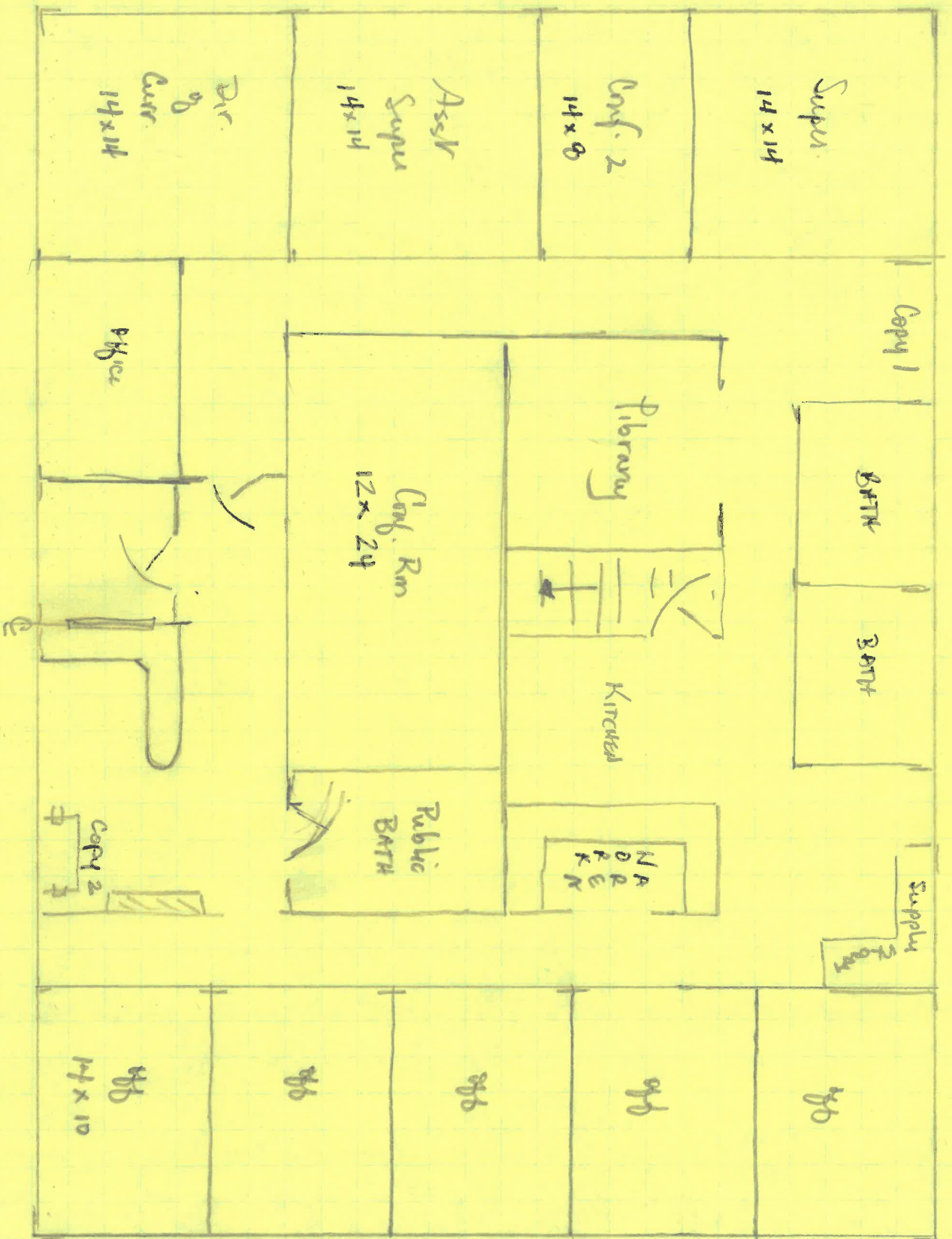
applicable law, including but not limited to, the right to terminate this Agreement without further notice.

- B. The District may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

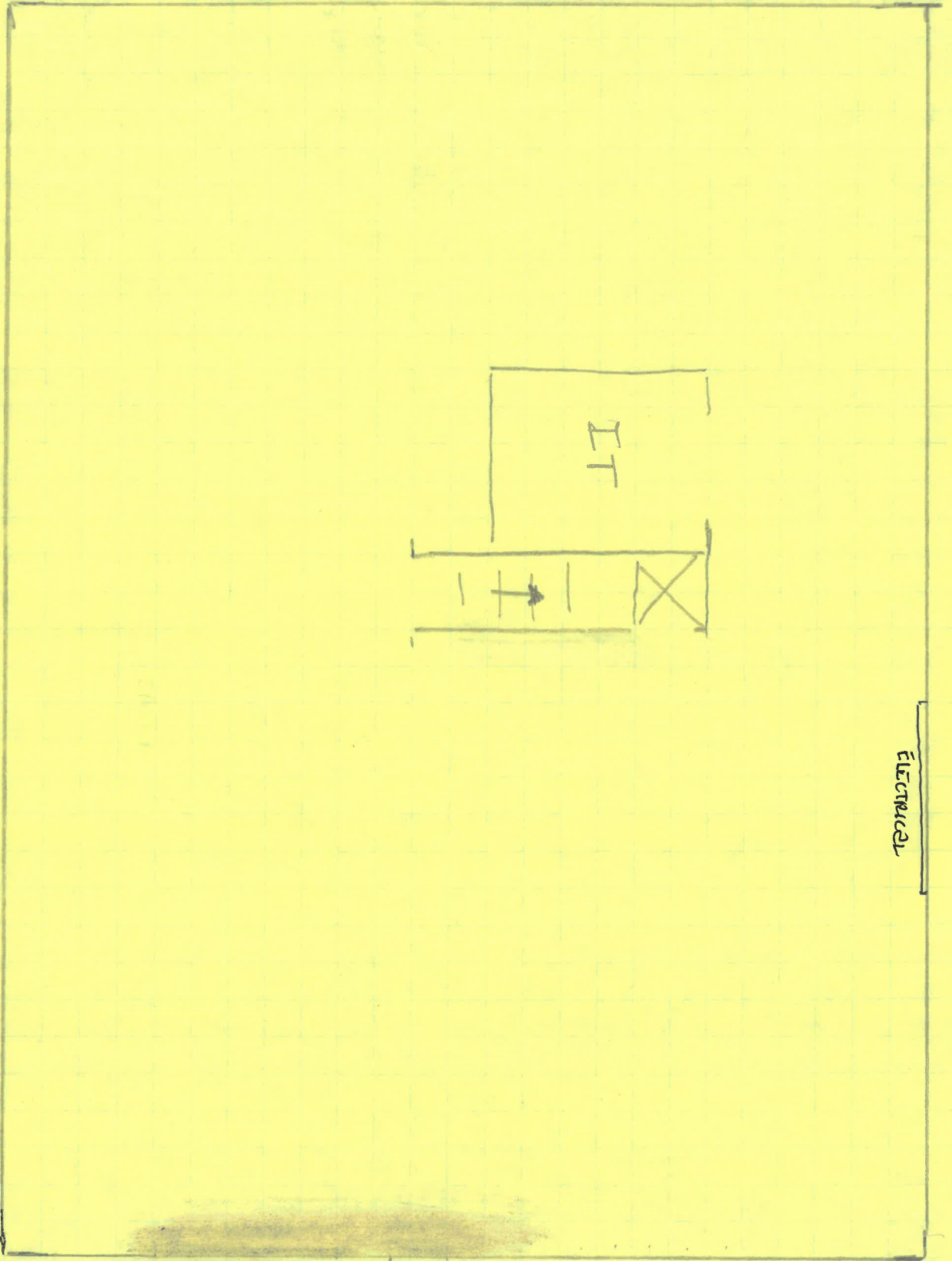
Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE DISTRICT DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks or progress payments as provided in the agreement between the District and the selected Vendor. The District may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withholding may depend upon the length of the project and the payment schedule provided in the agreement between the District and the selected Vendor.





MAIN LEVEL - NOT TO SCALE



ELECTRICAL

IT

BASEMENT

Administration Office Building
Building Specifications

Insulation

Walls – R30 Min
Ceiling – R50 min
Sound Batt (3.5”) in all interior walls

Windows

Low E/Argon
Single Hung
½ screen
Exterior clad, wood interior
Minimum of one (1) window in each office

Doors

All interior doors are to be solid core/3-hinge, HC hardware
Office spaces will be lockable

Flooring

Conference Rooms – Carpet - TBD
All other spaces will be resilient flooring 2x2 squares

Heating

RSU 22 will use split systems in all locations, contractor will provide box, wiring and blocking to all location TBD

Roof System

30 year warranty and must be framed to handle a roof top solar array

Fire Suppression System required

Electrical

One 20A circuit to each office (box locations TBD)
Wire lead from each location will be run back to Panel location with min of 6’ additional wire

Conduit will be provided for

Security, Cameras, Phone, IT

Contractor is not responsible for

FF&E
Split Systems
Demolition of existing building
Moving RSU 22 to new facility
Final electrical tie in or Panel(s)
IT equipment except cabling