



**Friends of The Boat School
Marine Trades Development Corporation
d/b/a Maine Marine Technology Center
16 Deep Cove Road, PO Box 16
Eastport ME, 04631
info@theboatschool.org**

Request for Bids

Replacement of Roof and Removal of Roof Asbestos

Brownfields Clean-up Program

1. INTRODUCTION

The Friends of The Boat School Marine Trades Development Corporation, hereinafter referred to as FOTBSMTDC or FOBS, has received US EPA Brownfields Cleanup Grant part of the grant will be used to install a new roof. FOTBSMTDC, a nonprofit corporation, is seeking bids from roofing contractors to provide a replacement standing seam metal roof on the main classroom building of The Boat School. Campbell Environmental Group, Inc. (CEG) has been hired by FOTBSMTDC to assist in administering the US EPA Brownfields Cleanup Grant.

To be considered, your digital bid must be received no later than Friday December 13, 2024. The private bid opening will be Monday December 16, 2024. Please send your confidential bid to: Project Manager info@theboatschool.org

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2. SITE TOUR AND QUESTIONS

- A. A site tour will be held on **Thursday Nov 7, 2024 at 1:00PM at 16 Deep Cove Road Eastport ME**. While not mandatory, attendance is strongly encouraged.
- B. RSVP to info@theboatschool.org. Notice of cancellation due to inclement weather will be posted on our website the boatschool.org Brownfields tab 24 hours in advance.
- C. Written questions about this Request for Bid (RFB), the project and contractor requirements

will be accepted until **5:00PM, Friday, December 6, 2024**. A written summary of questions received and the relevant answers will be posted on our website. Questions must be electronically mailed to: info@theboatschool.org

- D. After the deadline for bid submission, all bids will be opened publicly, reviewed and evaluated by a Selection Committee designated by the FOTBSMTDC board of directors. Additional information may be requested of prospective bidders. The Committee may conduct interviews as part of the selection process. The contractor will be selected by FOTBSMTDC and CEG pursuant to this review process and a contract will be negotiated with the contractor in accordance with the scope of work and terms and conditions presented herein. FOTBSMTDC and CEG reserves the right to reject any/or all bids, parts thereof, and/or waive any informalities thereon and/or to further make modifications as it deems in the best interest of the FOTBSMTDC.

3. OPERATIONAL HISTORY AND CURRENT USES:

The Site was originally owned by the Lyons family and in 1924, was granted to the City of Eastport for use as a park. However, in 1942 as a result of the war, the Navy began developing the Site as a seaplane base. Construction of the base was reportedly never completed, and the Site was converted to a Pearl essence manufacturing facility in 1967. The Paispearl Products Company manufactured synthetic pearl essence at the property until the early 1970s. The State of Maine Department of Education acquired the property in 1977, at which time it began operating as the Washington County Technical College Marine Trades Center. The Site continued to function as a marine trades center and boat building school for approximately 30 years. During that time, ownership of the facility changed from the Maine Technical College System (1977-2002) to the Maine Community College System (2002-2008) and then eventually to the City of Eastport (2008-2011). The Boat School facility was closed in 2011 when the majority of the property was conveyed to First Perry Realty, LLC, of Freeport, Maine. After acquiring the property, First Realty worked with the MEDEP Voluntary Response Action Program (VRAP) to subdivide the historical property into multiple lots. As part of this process 8.4 acres, including the facility's three buildings, were donated to Friends of the Boat School. The Boat School Site has been closed to the public since that time.

The Site, now known as the Maine Marine Technology Center (MMTC) campus, is located at 16 Deep Cove Road, Eastport, Maine, and is identified on the City Tax maps as I4-0A5-01. The Site includes 3 industrial-style buildings:

- A. Building #1, Known as The Boat School (100'x210'): Classrooms, offices, shops, and large open bays with overhead doors housed a post-secondary educational institution. Programs of instruction in the marine trades included wooden and composite boatbuilding, marine mechanics, and marine and industrial coatings.
- B. Building #2, Known as the Harborhood Community Center (60'x100'): Large, multipurpose room hosting community and civic events, administrative offices, and marine library.

- C. Building #3, Deep Cove Marine Science Station (50'x100'): Known as the BioLab, this includes wet and dry labs, a large open bay with overhead door, and mezzanine offices.

4. ENVIRONMENTAL CONCERNS:

An August 2020 Hazardous Materials Assessment Report identified asbestos-containing materials (ACM) in all 3 buildings, including approximately 3,561 sq. ft. of floor tile adhesive, 544 ft. of mudded pipe fitting insulation, and 650 sq. ft. of roofing material. All buildings had Universal Waste and potentially hazardous materials – over 2,000 fluorescent light tubes, approx. 1,092 light ballasts with possible PCBs, mercury-containing thermostats, and miscellaneous stored chemicals (paints, solvents, petroleum products).

Inhabiting or using the facility poses risks to human health, and Brownfields cleanup is imperative to MMTC's redevelopment, which stands to add significant economic and community benefit to Washington County. The goal of the project to be funded by this Cooperative Agreement is to remove the hazardous materials in the three buildings which will complete the remediation of the subject brownfield property and will facilitate the property's redevelopment.

5. SCOPE OF WORK:

The selected contractor will be expected to perform the following work:

- A. For Building #1, remove the existing membrane roof, and dispose.
- B. For Building #1, using a State of Maine licensed asbestos personnel, remove and properly dispose of all asbestos materials in the roof openings for skylights, HVAC equipment and plumbing. None of the skylights, accesses, HVAC equipment nor plumbing will be reused.
- C. Install coverings for all opening in accordance with specifications in the attached engineering report.
- D. Make all necessary repairs to the Building #1 roof deck, in accordance with attached engineering report.
- E. Install a new standing seam metal roof for Building #1 in accordance with attached engineering report.
- F. Dispose of all construction generated waste in a state licensed disposal facility.
- G. Comply with all applicable and relevant federal, state, and local rules, regulations, and policies, and terms and conditions of the Cooperative Agreement between EPA and FOTBSMTDC, listed in this document.
- H. All work performed in accordance with Artifex Architects and Engineers **Marine Technical Center – Boat School Roof Rehabilitation/Replacement**, Drawings A001, A100, A110, A120, A700, A701 and Technical Specifications 024119, 053100, 054000, 061000, 070150.19, 074113.16, and 077100.

6. COOPERATIVE AGREEMENT BETWEEN EPA AND FOTBSMTDC

The tasks Outlined in this RFB will be funded through a United States Environmental Protection Agency Brownfields Clean-Up Grant pursuant to the Cooperative Agreement between US EPA and FOTBSMTDC. Therefore, the contract must comply with all applicable Federal and State regulations.

Procurement Contracts Signed by an EPA Financial Assistance Agreement Recipient include Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#Appendix-II-to-Part-200>

- A. Equal Employment Opportunity: Details in Addendum
- B. Davis-Bacon Act: Details in Addendum
- C. The Contract Work Hours and Safety Standards Act (CWHSSA) provides workers on covered contracts the right to receive not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek on such contracts.
- D. Right to Inventions Made under the contract: Not applicable to this contract
- E. Clean Air Act: Not applicable to this contract
- F. Disbarment and Suspension-Any contractor on the disbarment, or exclusion lists at SAM.gov is not eligible for this work
- G. Byrd Anti-Lobbying: Not applicable to this contract
- H. Equal Employment Opportunity: The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.
- I. Limitations on consultant compensation: By statute, EPA may not reimburse recipients for compensation they pay to individual sub-consultants on an hourly, daily or other basis that has the effect of exceeding the amount paid to Federal employees at Level IV of the Executive Schedule. Maximum in 2024 is \$191,000 annually, \$3673 weekly, or \$91 hourly. The consultant compensation limitation does not apply to fixed priced contracts
- J. Buy American Build America: Applicable to Steel purchased and used as part of this contract
- K. Domestic preferences for procurements: Details in Addendum

Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

7. SUBMISSION REQUIREMENTS

Your bid shall include, but is not limited to, the following:

- A. Cover Letter: The cover should include a letter on your company letterhead addressing the bid format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal and shall include the name, address and phone number of the person(s) to contact who will be authorized to represent your firm.
- B. Bid Form: Complete and sign the attached bid form
- C. Performance Bond: Evidence of the ability to secure a performance bond as detailed below
- D. Qualifications and Experience: Provide a description of the overall history and qualifications of your firm's background, experience and capabilities to perform the Scope of Work. Please include similar information on any proposed subcontractors.
- E. Organizational Profile: Provide a summary of all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge, the Project Manager and other key personnel. Provide personal resumes illustrating the experience and background of key personnel who will be assigned to the project.
- F. Staffing and Resource Availability: Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.
- G. Experience and Representative Projects: List representative examples of related work you have performed for other public entities over the past five (5) years which illustrates your firm's role and experience in providing the services required.
- H. Proposed Project Approach and Schedule: Provide a written proposed project approach which should demonstrate an understanding of the project objectives and the procedures and standards that will be used to achieve these objectives. Provide a project timeline that includes the sequence of major tasks and the estimated numbers of days on site to conduct the work.
- I. References: Provide at least three (3) and no more than five (5) references for similar work that your firm has performed. Include a brief description of the project location and scope and the name of the person, their position, and the phone number and email address where the reference may be reached.
- J. Funding Statement: The funding statement shall provide an estimated schedule of the expected payments needed for materials and services. Payments for materials will be limited to materials delivered to the site. Payment for services will be based on an estimated percent of completion of the work. No more than 80% payment will be made as progress payments, and the final 20% will not be paid until 60 days after acceptance of the work.
- K. Cost Breakdown: Provide a detailed cost breakdown budget for your submitted bid. Your proposed fee should be broken out by task based on the proposed scope of work and include an estimate of total personnel hours and associated fees for each task.
- L. Provide details on the breakdown of responsibilities between installer and manufacturer on

each warranty. If responsibilities are divided, provide manufacturer's approval as authorized installer of roofing projects, in order that the Boat School will receive the full 20 years warranty from the manufacturer, as specified in the engineering specifications.

8. SELECTION CRITERIA AND PROCESS

FOTBSMTDC and CEG looks most favorably on those respondents that:

- A. Provide a team of key personnel who have experience working together and who have the abilities to competently address the problems presented by this project;
- B. Demonstrate the ability to solve the unique problems presented by this project; and
- C. Demonstrate the capacity of the firm to perform the work and manage the project within the time and budget limitations.
- D. Provide information to support Purchasing preferences policies of the US EPA and FOTBSMTDC with respect to:
 - i. Build America, Buy America for any steel or iron used
 - ii. Uniform Grant Guidance domestic Preference
 - iii. Recovered Materials preference

9. BID REVIEW

After the deadline for proposal submission, all proposals will be reviewed and evaluated by a selection committee. Additional information may be requested of prospective Bidders. The Committee may conduct interviews as part of the selection process. The contract will be awarded by FOTBSMTDC and CEG. FOTBSMTDC and CEG reserves the right to reject proposals which are non-negotiable and non-responsive and to negotiate with the contractor or contractors who, in FOTBSMTDC's and CEG's opinion, are deemed to be the best qualified to do the job.

Proposals will be evaluated on the following basis:

Personnel, qualifications, and references	30%
Experience with specific roofing technologies	25%
Project Approach and Schedule	20%
Cost of services	25%

10. GENERAL TERMS AND CONDITIONS

- A. Personnel: The Contractor represents that he/she has or will secure, at Contractor's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the FOTBSMTDC and CEG unless all required policies and disclosures are in place prior to said involvement. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

- B. Subcontracting: Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of CEG. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.
- C. Independent Contractor Status: It is expressly understood that the Contractor named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the FOTBSMTDC or CEG. FOTBSMTDC and CEG shall not under any circumstances be liable to the Contractor for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of FOTBSMTDC, its officers or employees and the Contractor agrees to defend and hold FOTBSMTDC AND CEG free and harmless from liability which is not due to any fault of the FOTBSMTDC AND CEG, its officers, agents, or employees.
- D. Compliance with Local, State and Federal Law: The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.
- E. Hold Harmless Clause: The Contractor shall indemnify and hold harmless FOTBSMTDC AND CEG against all loss, cost, or damage on account of an injury to persons or property, including employees or property of FOTBSMTDC AND CEG occurring in the performance of the contract.
- F. Insurance Requirement: Contractor shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general liability and contractual liability in the amount of \$5,000,000. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. All coverage shall be provided by a carrier authorized to transact business in Maine and shall be primary.
- G. Performance Bond: Contractor, within 30 days of contract acceptance, will provide a bond in the amount of 100% of the contract price. The bond termination date will be 90 days after acceptance of the work by CEG.
- H. Bid Development Costs: The cost of preparing and submitting this bid is the sole responsibility of the Proposer and shall not be chargeable in any manner to FOTBSMTDC..
- I. Reservation of Rights: FOTBSMTDC and CEG reserves and may in its sole discretion exercise the following rights and options:
- i. FOTBSMTDC or CEG reserves the right to reject any and all proposals and the right to elect not to proceed with the project.
 - ii. FOTBSMTDC or CEG may accept or reject any or all of the items in or elements of any proposal and award the contract in whole or in part if it is deemed in the FOTBSMTDC's or CEG's best interest to do so;
 - iii. FOTBSMTDC or CEG may request that some or all of the Respondents modify their proposals based upon FOTBSMTDC's and CEG's evaluation.

11. ADDENDUM

- A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Davis-Bacon Act: During the performance of this contract, the contractor agrees as follows:

- i. The Davis Bacon Act was promulgated to ensure that employees are paid a fair rate, in accordance with established prevailing wages in the geographic area.
- ii. The Davis-Bacon prevailing wage is the combination of the basic hourly wage rate and any fringe benefits rate listed for a specific classification of workers in the applicable Davis-Bacon wage determination. The contractor's prevailing wage obligation may be met by either paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Attached is a listing of prevailing wages in Maine. If your job title does not match any of these, then we can report it as exempt.
- iii. In order to meet the Davis Bacon requirements it is necessary to break down all labor for each invoice into two categories, hourly and salaried. For each category we need weekly labor information and rates of pay. For the salaried personnel, we only need the amount billed to project that week.

- iv. For hourly employees, the wage rate is a combination of direct wages plus benefits. It is typical to apply benefits to both regular and overtime, where the only addition for overtime is the 50% additional salary for each hour.
- v. For example, Roofers are listed in the 2024 Fair Minimum Wage Rates -- Building 2 Statewide with hourly rate of \$24/hr, benefits rate is \$3.35/hr and total rate of \$27.35 /hr. Therefore the certified payroll must show a minimum regular rate of \$27.35 and minimum overtime rate of \$39.35 for all roofers.
- vi. Salaried employees are not subject to the prevailing wage requirement so need only be listed
- vii. Contractor must submit a certified payroll, for each invoice, including the following for each hourly employee.
 - a. Week ending Date
 - b. Employee Name
 - c. Employee Trade or Job Title
 - d. Trade Level (Entry/Apprentice, Mid-Level/Journey, Skilled/Master
 - e. Regular Hours
 - f. Regular Rate
 - g. Overtime Hours
 - h. Overtime Rate

C. The Build America Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

D. 200.322 Domestic Preferences for Procurements: The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- iii. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

12. ADDENDUM 2 BID SUMMARY SHEET

CONTRACTING COMPANY:	
ADDRESS:	
AUTHORIZED REPRESENTATIVE:	PHONE NUMBER:
CONTACT EMAIL:	DATE:

1. Building 1 Roof Project Pricing

A. Building 1 Asbestos Removal and Disposal

(1) Removal	\$ _____
(2) Disposal	\$ _____
Subtotal Value	\$ _____

B. Building 1 Removal and Disposal

(1) Membrane Roof Removal	\$ _____
(2) Membrane Roof Disposal	\$ _____
Subtotal Value	\$ _____

C. Building 1 and Installation

(1) Roof Repair Materials & Equipment	\$ _____
(2) Roof Installation Materials & Equipment	\$ _____
(3) Labor	\$ _____
(4) Project Management	\$ _____
Subtotal Value	\$ _____

Base Contract Total \$ _____

2. Optional Pricing Asbestos Removal & Disposal

D. Balance of Building 1 Asbestos

(3) Removal	\$ _____
(4) Disposal	\$ _____
Subtotal Value	\$ _____

E. Building 2 Asbestos

(5) Removal	\$ _____
(6) Disposal	\$ _____
Subtotal Value	\$ _____

F. Building 3 Asbestos

(7) Removal	\$ _____
(8) Disposal	\$ _____
Subtotal Value	\$ _____

Optional Contract Total \$ _____

3. Pricing Terms - Pricing provided is good for 60 Calendar Days
4. Alternate Proposals – Contractor is encouraged to provide alternate proposals, in addition to, but not in lieu of the specified requirements. Alternate proposal shall be separate from that provided to address the specified requirements and shall be clearly marked as the alternate proposal.
5. AWARD –CEG reserves the right to not award or to award to other than low bidder or award in whole or part the requirements of this inquiry request. By responding to this **Bid** Invitation, **Contractor** acknowledges that FOTBSMTDC and CEG are not responsible for **Contractor’s** cost incurred to prepare and submit its **bid**
6. *Clarifications* – Contractor to provide assumptions and clarifications to the RFB on a separate document.

Bid Submitted By:

Signature of Authorized Representative

Date