



Request for Proposals (RFP)
Perimeter Security Fence and Gate System

RFP # 2023 -504-1

Date of Issue: May 4, 2023

Due June 12, 2023, at 2:00 pm EST

General Information

The Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB Transit) is requesting proposals from qualified firms for the purchase and installation of an 8' chain link perimeter security fence with an electronic gate system as listed in the Scope of Work. The plan requires installation of a pedestrian entrance/exit gate located at the rear of the property near the garage.

Overview

BSOOB Transit bus depot is located at 13 Pomerleau St., Biddeford, ME. The fleet consists of 21 revenue service vehicles and several non-revenue vehicles which are serviced and stored at the depot. The property also provides office space and parking for employee vehicles. The depot is active seven days a week from early mornings until late evenings. The site was evaluated and scoped by an engineering firm. Plans are ready and the perimeter fence line is staked around the existing parking and operations area.

This RFP is open to all firms with the ability to provide the stated requirements listed in this solicitation. All proposals must be submitted in accordance with the requirements outlined in Proposal Submission Requirements and Scope of Work.

An engineering firm was engaged to provide surveying services and has prepared a *Standard Boundary Survey* and *Existing Conditions Plan* that identify the property boundaries, existing physical features, encroachments, existing and proposed monumentation and record information associated with the property. A *Natural Resource Survey* was conducted to outline waterbody delineations and wetlands on the property. The engineering plans include underground utility locations which are also flagged in the field.

Proposal Details

Proposal Schedule

Request For Proposal	May 4, 2023
Pre-Award Site Walk and Meeting	May 12, 2023
Addendum Requests	May 17, 2023
Intent to Bid Response	May 24, 2023
Proposal Due Date	11:00 AM, EST, June 12, 2023
Proposal Opening	1:00 PM, EST, June 12, 2023
Contract Award	Within 30 days of Proposal Opening
Preferred Project Start Date	Summer – Fall 2023
Preferred Project Completion Date	December 1, 2023

Sealed proposals, are due by 2:00 pm on Monday, June 12, 2023 and may be hand delivered or mailed, to BSOOB Transit Office, 13 Pomerleau St., Biddeford, Maine 04005. Proposers are encouraged to send proposals electronically to Marianne Walters at Mwalters@bsobtransit.org with either a request to

confirm receipt via email or a “read receipt” attached to the email submission. Proposals will not be accepted via fax.

A pre-award site walk and meeting will be held at 10:00 am on Friday, May 12th. Proposers will be permitted access to the property to walk the site and review engineering documents.

Please send addendum requests to Marianne Walters at Mwalters@bsoobtransit.org. Addendum requests must be received by 4:00 pm on May 17th to be considered. All addenda with responses will be posted as they are received on the agency website: bsoobtransit.org under *More > “Doing Business with BSOOB Transit”* (<https://bsoobtransit.org/opportunities/rfps/>)

Proposal submitters should understand that the submission of a proposal represents an offer that may be accepted in whole by BSOOB Transit. The acceptance of a proposal in whole constitutes the formation of a contract.

Proposals will not be accepted after the deadline.

A proposal may be withdrawn and/or modified up until the date and time of opening as stated in this RFP. After this date and time, proposals shall be firm and binding and cannot be withdrawn for a period of at least sixty (60) days after submission and with the written consent of BSOOB Transit.

Proposal Submission Requirements

- Proposals must be prepared in a clear and concise manner with a cover page identifying the Proposer and final price of the proposal. Subsequent pages must be numbered.
- Identify the project manager by name and include contact information including cell phone, email, and office phone.
- Provide the name and contact information for the individual within the organization responsible for contract negotiation. This individual must sign the proposal.
- Provide the name and contact information of subcontractors working on the fencing project and identify the project function(s) of their involvement.
- Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization and general description of the Proposer’s financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer’s ability to complete the project.
- The Proposer may suggest alternatives to the established Scope of Work but may not implement without written authorization by BSOOB Transit.
- The Notice of Intent to Bid, Appendix E, must be submitted by May 17, 2023.
- Appendices A, D, F, and G must be signed, dated, and submitted with the proposal.
- Include a copy of Certificate of Liability Insurance coverage amounts with the proposal

Scope of Work

The perimeter fence and electronic gate will be installed at the BSOOB Transit property located at 13 Pomerleau St. The 3-acre property perimeter is approximately 1500’.

- Contractor is responsible for obtaining and managing the building permit from the City of Biddeford.
- Site plans outline where the fencing will be installed. It may be necessary to clear some vegetation to prepare the site for proper fence installation. The work may consist of clearing, grubbing, and disposal of trees, snags, logs, brush, stumps, shrubs, large rocks, concrete slabs, and rubbish from the designated area.
- Furnish and install an 8-foot chain link fence to surround the perimeter of the property.
- Install a motorized sliding / rolling fence at the driveway entrance and set back from the road.
- The driveway entrance gate / security access point and will include a Knox Box for fire department access.
- Install a pedestrian exit gate with a locking mechanism within the fence line at the front and on the side of the property near the building (see site plan).
- BSOOB Transit is open to contractor suggestions for different style and design ideas that will be efficient, durable, secure, and safer with these minimum specifications:
 - Furnish and install about 1500 LF of 8’ + 1 Galv CLF. Specs: 2”x9ga galv. Kt mesh, 1 5/8 top rail, 7ga bottom tension wire. All line posts and terminal posts will be post pounded.
 - Furnish and install (1) 8’ +1 Galv 25’ SG. Specs: 1/78” galv gate frame, 4” gal gate posts, box hinges, 4’ concrete foundation found depth with a diameter of 1.5’.
 - Furnish and install (2) 8’ +1 Galv 4’ pedestrian gate. Specs: 1/78” galv gate frame, 4” gal gate posts, box hinges, 4’ concrete foundation found depth with a diameter of 1.5’.Note: all LF dimensions are approximate. Measurements can be taken at the scheduled pre-proposal site walk and meeting.

See Attachment B of this RFP for a detail of the fence line within the property.

Pricing:

- The price quoted and submitted in the proposal will include all items of labor, materials, tools, equipment, delivery/freight and other costs necessary to fully meet the requirements of the BSOOB Transit Fence Project Proposal.
- BSOOB Transit is exempt from payment of Federal, Excise and Transportation Tax, and Maine sales tax.
- The price quoted by the Proposer is to be good for ninety (90) days from the date of the proposal opening. See Appendix D.

Compliance & Responsibility

Contractor Responsibility:

- Contractor is responsible for obtaining and managing the building permit from the City of Biddeford.
- Contractor is responsible for locating and avoiding all utility lines (See site plan).
- Contractor is responsible for site cleanup including all waste material generated by the fence and gate installation.
- Contractor is responsible for cost of necessary equipment.

BSOOB Transit may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to extent as may be necessary to protect BSOOB Transit from loss on account of:

1. Defective work not remedied
2. Claims filed or reasonable evidence indicating probable filing of claims
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor
4. A reasonable doubt that the work can be completed for the balance then unpaid
5. Damage to another Contractor
6. Performance of work in violation of the terms of the contract documents.

Insurance Required:

- **General Requirements**
 - All insurance policies shall be written with a company or companies licensed to conduct business within the State of Maine. Contractor agrees to name BSOOB Transit as additional insureds on General, Business Automobile and Excess or Umbrella liability policies by endorsement to the policies. Insurance policies shall be endorsed to give BSOOB Transit 30 days written notice (10 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, BSOOB Transit retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.
 - Complete, certified copies of all insurance policies applicable to this agreement will be sent to BSOOB Transit within 60 days of each inception so that these insurance policies may be reviewed by BSOOB Transit. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to BSOOB Transit. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of BSOOB Transit.
- **Commercial General Liability** (occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:
 - Each Occurrence (Bodily Injury, Property Damage) \$2,000,000
 - Personal Injury Limit \$2,000,000
 - General Aggregate Limit \$2,000,000
 - Products and Completed Operations Aggregate Limit \$2,000,000
 - Fire Damage Limit \$ 50,000
 - Medical Payments-Any One Person \$ 5,000

- **Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:
 - Owned, Hired or Non-Owned (Per Accident) \$1,000,000
 - Medical Payments (Each Person) \$ 500,000
 - Comprehensive (\$5,000 Deductible – Maximum) Actual Cash Value
 - Collision (\$5,000 Deductible-Maximum) Actual Cash Value

- **Workers Compensation**
 - Part A Statutory
 - Part B-Employers Liability \$500,000
 - Bodily Injury by Accident \$500,000
 - Bodily Injury by Disease (Policy Limit) \$500,000
 - Bodily Injury by Disease (Each Employee) \$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

BSOOB Transit reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Any such revisions will be issued through addenda to this RFP and published on the BSOOB Transit website, <https://bsoobtransit.org/opportunities/rfps/> and be furnished to each Proposer’s email address submitted on the *Notice of Intent to Bid Form*, Appendix E.

Bid Performance

Contractor agrees to bear all costs incurred by BSOOB Transit arising from the failure of Contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. Contractor further agrees to hold BSOOB Transit harmless and to indemnify BSOOB Transit for these costs as well as all costs of collection, including but not limited to reasonable attorney fees.

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of this Contract, BSOOB Transit may terminate Contract by written notice to Contractor. The notice shall specify the acts of omissions relied on as cause for termination. BSOOB Transit shall pay Contractor fair, equitable compensation for satisfactory performance prior to receipt of notice of termination less the value of damages caused by Contractor’s breach. If the damages are more than the compensation payable to Contractor, Contractor will remain liable after termination and BSOOB Transit may collect damages, including costs of collection and reasonable attorney fees.

Equal Opportunity

BSOOB Transit is an equal opportunity employer and shall not discriminate against an applicant as to race, creed, age, sex, sexual preference, disability, national origin, religion, veteran status, political affiliation or any other basis prohibited by law. Vendors and contractors or their agents doing business with BSOOB shall not violate the above clause or the Civil Rights Act of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract. See Appendix B.

BSOOB has adopted a Minority Business Enterprise DBE/WBE Program. This program establishes a goal for DBE/WBE participation in BSOOB's total procurements.

Federal Transit Administration Clauses

Federal Transit Administration Clauses relevant to the procurement of materials and supplies are hereby incorporated into this specification by reference.

Proposers are required to submit written or printed proposals, signed by a person empowered to make all authorized decisions on behalf of the Proposer. A signed proposal is a legal agreement to abide by all listed and applicable Federal clauses. Please submit a signed and authorized agreement of Appendix A with your proposal.

Agency Contact

The purchasing agent at BSOOB Transit will be the contract administrator until the time of award. Changes or additions made by anyone other than the purchasing agent will not be accepted or paid for by BSOOB Transit.

Proposers needing more information than is found in these specifications should contact:

Marianne Walters
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, Me 04005
(207) 571-0617
mwalters@bsoobtransit.org

Vendor Contact

The Contractor shall provide a contact with authority to approve addendums request. BSOOB Transit shall not be responsible for requests made by unauthorized personnel.

Evaluation Criteria

A BSOOB Transit Staff team will evaluate the proposals. The team will select the firm whose proposal is most advantageous to BSOOB Transit. Criteria includes:

Adherence to RFP Instructions

- Completeness
- Overall quality and level of professionalism

Company Information

- Financial viability
- References: include one with proposal
- Partnerships: include any subcontractors
- DBE Standing

Project Understanding

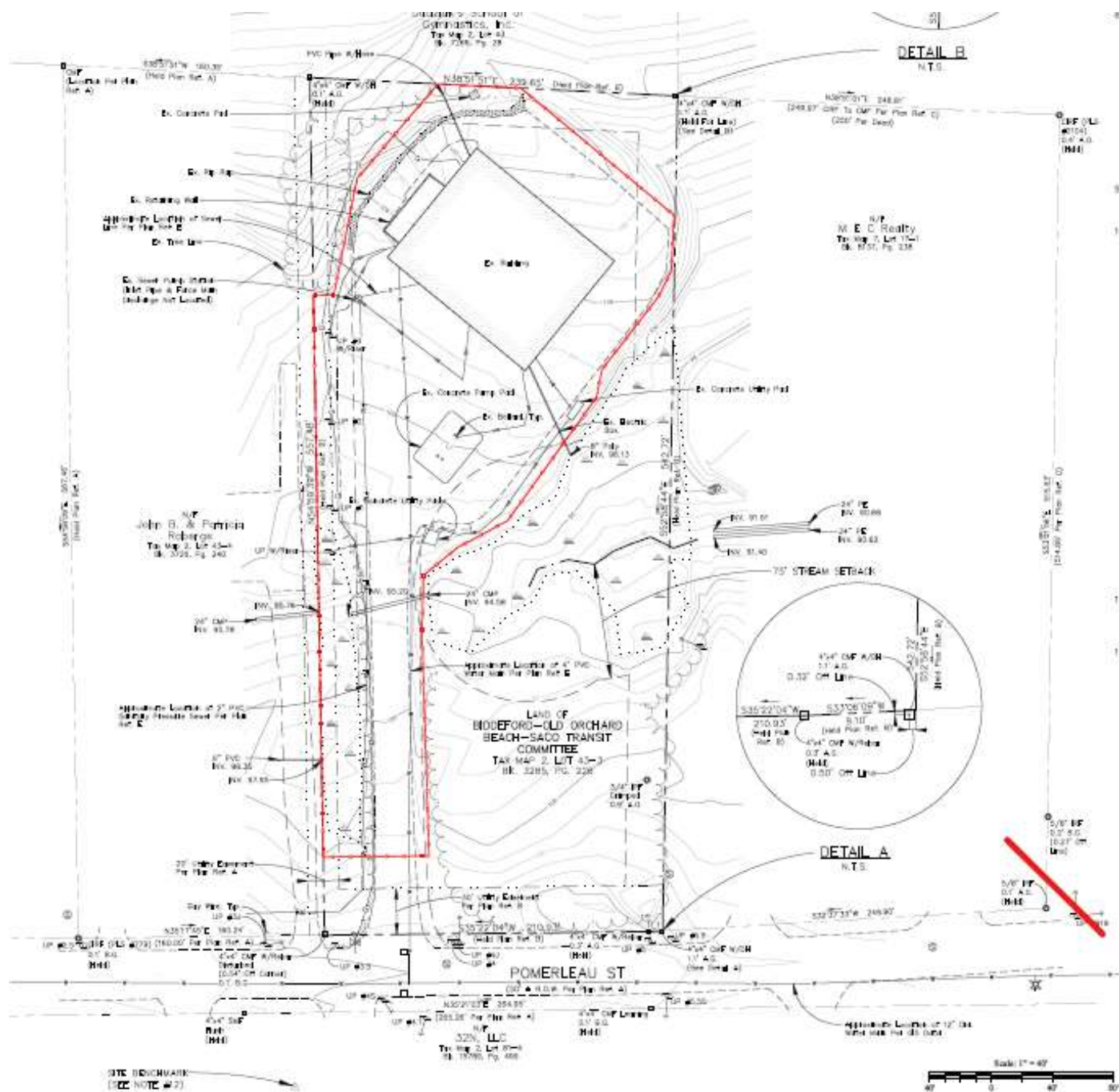
- Overall Comprehension of Project Objectives
- Understanding of Business Requirements

Requirements

- Completeness of vendor response
- Vendor ability to meet requirements
- Timeliness to complete installation

Fee Summary

- Includes: labor, material, tools, equipment, delivery/freight and other costs necessary to fully meet the requirements
- Quote is good for 60 days from date of proposal



Location of BSOOB Transit – Fence line in red

Appendix A – Required Federal Transit Administration Clauses

1. Fly America Act
2. Buy America, Build America Act
3. Cargo Preference Act
4. National Earthquake Reduction Program Reauthorization Act
5. Energy Policy and Conservation Act
6. Clean Water Act
7. Access to Records and Reports
8. Byrd Anti-Lobbying Amendment as amended by the Lobbying Disclosure Act of 1995
9. Compliance with FTA Regulations, Policies, Procedures and Directives
10. 6002 of the Solid Waste Disposal Act
11. Davis Bacon & Copeland Anti-Kickback Acts
12. Fair Labor Standards Act
13. Veterans Employment
14. No Obligation by the Federal Government
15. Program Fraud Civil Remedies Act
16. Government-Wide Suspension and Disbarment
17. Use of Seatbelts
18. Recycled Products
19. Contracts Involving Federal Privacy Act Requirements
20. Civil Rights
21. Disadvantaged Business Enterprises
22. Incorporation of Federal Transit Administration Terms
23. National Intelligent Transportation System Architecture and Standards (ITS)
24. Contracts Involving Experimental, Developmental, or Research Work, Rights in Data
25. Transit Employee Protective Agreements
26. Texting While Driving and Distracting Driving
27. ADA Access
28. Rights to Inventions Made Under a Contract or Agreement
29. Telecommunications Certification: John S. McCain National Defense Authorization Act
30. Safe Operation of Motor Vehicles
31. Clean Air Act
32. Termination
33. Breaches and Dispute Resolution

NOTE: *Not all of the above listed clauses are necessarily applicable to this purchase.*
See BSOOB Transit website for full details(<https://bsoobtransit.org/>)

Regulations governing purchases such as this may be found in the Code of Federal Regulations, online in 2 CFR Part 200.326 and Appendix II to 2 CFR Part 200 and Master Agreement, Title 5, 49CFR, 2CFR Part 180 & 1200, and 49 USC

Acknowledgement of all FTA Clauses regarding BSOOB Transit Financial Audit Service:

The proposer must acknowledge the FTA clauses with a signature from an authorized representative of the firm.

Company Name

Printed Name & Title

Signature

Date

Appendix B – CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Appendix C – Disputes and Protests

Disputes

Biddeford Saco Old Orchard Beach Transit Committee will work with contractors and vendors to resolve disputes arising from its procurement of goods and services. If such disputes cannot be resolved through negotiation between the vendor and the Executive Director, The Board may render a decision on the matter.

Nothing in this policy mitigates the right of the vendor to seek legal remedy in a court of competent jurisdiction.

Biddeford Saco Old Orchard Beach Transit Committee may seek the assistance of the grantor agency in resolving disputes.

Protests After Bid Opening/Receipt of Proposals

Any party aggrieved by an award of a contract may protest to Biddeford Saco Old Orchard Beach Transit Committee, in writing, within 7 days after such aggrieved party knew or should have known of the facts giving rise thereto. Such protest shall include the detailed facts leading up to the protest. The Chairperson of the Biddeford Saco Old Orchard Beach Transit Committee is authorized to settle and resolve any protest relating to the solicitation or contract award. Protests received later than 30 days after bid opening or the receipt of proposals shall not be considered.

In the absence of a settlement, the Chairperson shall make his or her decision known, in writing, within one week of receipt of the protest. Such decision shall respond, in detail, to each substantive issue raised in the protest.

The written decision of the Chairperson shall be final, binding, and conclusive on the parties.

Protest should be sent to:

Chairperson
Biddeford Saco Old Orchard Beach Transit Committee
13 Pomerleau Street
Biddeford, ME 04005

Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that Biddeford, Saco, Old Orchard Beach Transit Committee does not have, or is failing to follow, written protest procedures. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within 5 working days of the date when the protester has identified other grounds for appeal to FTA.

Appendix D - Pricing

BSOOB Transit Security Fence Project Pricing Quote

We, _____, agree to provide product and installation services as outlined in this RFP for BSOOB Transit, at the costs indicated on this Proposal Sheet.

Each proposal shall comply with the specifications and/or approved equals as outlined in this RFP and any supplemental information provided to us.

Total cost of products and materials for fencing project	\$ _____
Total cost of Installation	\$ _____
Total cost of Products and Installation.	\$ _____

Warranty: The proposer warrants all material, products and labor for a period of:

Include a copy of product warranties with your proposal.

Authorized by:

Print name & title:

Signature

Date: _____/_____/2023

Appendix E: Intent to Bid

Notice of Intent to Bid on: BSOOB Transit Security Fence Project

Firm: _____ WILL ___ WILL NOT ___
submit a bid to furnish the above-referenced product.

This request for information is being sent to you and to other product providers to assist us in determining who will be submitting a bid.

Whether or not you choose to submit a bid at this time, please return this form if you wish to be retained on our list of bidders.

___ We are not submitting a bid, but please keep us on your list of bidders.

___ You may remove us from your bidders list (NOTE: Firms who do not return this form will be automatically removed from our bidder list).

Contact Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email address: _____

Please return this form immediately upon receipt (by mail or email) to:

Marianne Walters, Grants Program Specialist
Biddeford-Saco-Old Orchard Beach Transit
13 Pomerleau St.
Biddeford, ME 04005
mwalters@bsoobtransit.org

Appendix F: References

Reference 1:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Reference 2:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Reference 3:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Reference 4:

Name of Organization	
Website Address	
Primary Contact	
Phone	
E-mail	
Service performed	
Date of service	

Appendix G: Report Ability to Meet Listed Requirements

Vendor Name _____

Representative _____

Requirements	Comments
1. Fence Equipment	
2. Gate	
3. Design	
4. Proposed Schedule	
5. Training and Customer Support	
6. Contractor Responsibilities	
7. DBE Certification	