

STATE OF MAINE  
COUNTY OF PENOBSCOT  
COURT OF COUNTY COMMISSIONERS



PETER K. BALDACCI  
LAURA J. SANBORN  
ANDRE E. CUSHING, III

BANGOR, MAINE  
(207) 942-8535

William Collins, County Administrator

COURTHOUSE  
97 Hammond Street – Bangor, Maine 04401-4998

## Request for Proposals – Purchase and Installation of Flooring

### 1. Statement of Service requirements and Special Conditions

#### 1.1 Introduction and Background

The Penobscot County Courthouse is located at 97 Hammond Street; Bangor, Maine.

#### 1.2 Our Intent

It is the intent of the Penobscot County Commissioners to solicit proposals to purchase and install vinyl plank flooring in the Offices of Registry of Deeds and Registry of Probate located in the Penobscot County Courthouse.

#### 1.3 Scope of Work and Service

- The new flooring to be installed will be commercial grade luxury vinyl plank, click type flooring. The manufacturer shall be IVC US located in Dalton, Georgia.
  - Plank style is IVC’s “urbane collection”
  - Color chosen is Hampton 920
  - Base shall be 4” vinyl supplied and installed by flooring contractor
- Flooring contractor shall be responsible for all flooring measurements which will be required prior to bidding.
- Coordination and removal of office furniture shall be by Penobscot County Facilities Department along with contractor.
- All work to be performed after working hours, evenings and weekend.
- New flooring to be laid over existing VCT tile.
- Floor preparation including removal of existing vinyl cove base by flooring contractor.
- All transition strips to be appropriate for commercial vinyl plank flooring.
- Warranty shall be one year labor and manufacturer’s warranty.

#### **1.4 Time and Place of Work**

- Installation will occur at the Penobscot County Courthouse, 97 Hammond Street; Bangor, Maine. Work will take place during evenings and weekends as not to interfere with normal County Business.
- We are requesting a start date any time after bid acceptance within 30 days and finishing no later than 3 weeks from start date.

#### **1.5 Necessary Equipment**

The Contractor shall possess all necessary equipment to install vinyl plank flooring.

#### **1.6 Right to Subcontract**

The Contractor shall not subcontract the installation work without the express permission of the County. In the event that such approval is granted this does not relieve the Contractor of liability or responsibility under this agreement.

#### **1.7 References**

The Contractor will provide a minimum of three references of similar projects performed. Including the dollar amount contracted; location of the work performed; a point of contact and telephone number of the reference.

#### **1.8 Insurance**

1. Contractor shall maintain, at his own expense, insurance in the amount set below. Certificates of insurance, evidencing this coverage is required at bid. Certificates naming the County as additional insured' shall be furnished to the County Finance Director within ten days of notification of the receipt of this award.
2. Workers Compensation in accordance with the laws of the State of Maine.
3. Liability Insurance:
  - Comprehensive General Liability Insurance including contractual insurance in the amount of \$1,000,000 each occurrence and,
  - Automobile liability insurance in the amount of \$1,000,000 each occurrence and property damage Insurance of \$1,000,000 each occurrence.

#### **1.9 Payment/Taxes**

1. Penobscot County is exempt from sales tax.
2. The County Facility Director must sign off on completed work before payment is approved.

#### **1.10 Pricing**

The Contractor shall submit two fixed prices for Penobscot County Flooring Project.

- Registry of Deeds
- Registry of Probate

*(See attached Pricing Sheet)*

### **1.11 Termination for Cause**

Penobscot County reserves the right to terminate contractor for failure to comply with the terms of this agreement or cause.

### **1.12 Submissions/Inquiries**

Written proposals shall be submitted in writing in a sealed envelope marked “RFP-Penobscot County Flooring Project” and received no later than 4:30 p.m. Monday, November 4, 2019. Proposals shall be submitted to:

William Collins, Penobscot County Administrator  
97 Hammond Street; Bangor, Maine 04401

Inquiries as to clarification of required services or questions as to terms of the RFP shall be submitted to:

Cap Ayer, Facilities Director  
Penobscot County  
97 Hammond Street; Bangor, Maine 04401  
(207) 944-5447

**PENOBSCOT COUNTY FLOORING PROJECT PRICING SHEET**

Penobscot County Commissioners

**Vendor Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*\*\*\*

**Registry of Deeds**

\$ \_\_\_\_\_

**Registry of Probate**

\$ \_\_\_\_\_

**Signed:** \_\_\_\_\_ **/Dated:** \_\_\_\_\_

*If a vendor is unable to perform all aspects of this request for proposal said limitations shall be noted in the submitted proposal as stated on an attached document. **Penobscot County serves the right to accept/reject any and all offers which it deems in the Best Interest of the County.***

**PENOBSCOT COUNTY FLOORING PROJECT AGREEMENT**

This agreement is made this day of \_\_\_\_\_, 2019 between Penobscot County, 97 Hammond Street, Bangor, Maine and \_\_\_\_\_ a company with its principal place of business at \_\_\_\_\_ - Penobscot County Commissioners desire to retain the services of \_\_\_\_\_ to purchase and install flooring in the Registry of Deeds and Registry of Probate office space at 97 Hammond Street, Bangor Maine as outlined in the Request for Proposal.

1. The Contractor agrees to comply with the Scope of work and terms, requirements and special conditions in the Request for Proposal for the sum bid freely and contained on the pricing page.
2. The Contractor shall provide all of the materials as specified, equipment, tools and labor and perform all the work as necessary to perform under this agreement.
3. Contractor shall also provide duly qualified workmen and supervisors as is necessary to carry out the work required in this proposal.
4. Contractor agrees to the timeline required in this proposal.
5. Change order, alternation or deviations from the Scope of Work and Services that involve extra cost will be executed only upon the parties entering into a written change order agreement.
6. Resolution of disputes: If a Dispute arises concerning the provisions of this agreement or the performance by the parties, the parties agree to settle this dispute by jointly paying for binding arbitration as regulated by the Maine Uniform Arbitration Act with the Parties agreeing to accept as final the Arbitrators Decision.
7. Warranty: The Contractor warrants that the work will be free from faulty materials, workmanship and constructed according to the standards of the Building Code applicable for this location, constructed in a skillful manner and fit for habitation. The Warranty Rights and remedies set forth in the Maine Uniform Commercial Code Applies to this Agreement.
8. Penobscot County shall keep during the period of construction the building fully6 insured. The Contractor shall provide builders risk insurance in the amount specified in the Scope of Work in the Request for Proposal.
9. Proposer warrants that he/she maintains all licenses, certifications to perform this type of work. All necessary Permits shall be obtained and purchased by the Contractor.

In Witness Whereof the Parties Hereto have set their signature:

\_\_\_\_\_  
DATED

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
PENOBSCOT COUNTY ADMINISTRATOR

## REFERENCES

The Contractor will provide a minimum of three references for similar work performed:

	Job Location Dollar Amount	Contact Name Telephone Number
1		
2		
3		
4		
5		
6		