



City of Auburn, Maine
Recreation & Sport Tourism Department

Marc Gosselin, Executive Director
Community Partnerships & Sport Tourism
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov

February 25, 2025

Dear Bidder,

The City of Auburn is accepting proposal for bids for a **Fitness & Hockey Player Development Gym**. The City reserves the right to accept or reject any or all bids in whole or in part and to waive any informality the City may determine necessary. The City also reserves itself the exclusive right to accept any bids when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any bid, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

Bids will not receive consideration unless submitted in accordance with the following instructions. Please mark **sealed** envelopes plainly: "**Bid # 2025-026 Fitness & Hockey Player Development Gym**." Please respond and submit bids to Marc Gosselin, Executive Director of Community Partnerships & Sport Tourism at marc.gosselin@auburnmaine.gov. Bid packages will be available beginning on Tuesday, February 25, 2025. Documents can be obtained from the City of Auburn's website: www.auburnmaine.gov/business/bid-notice.

A site visit will be held on Wednesday, March 5, 2025, at 2pm at 985 Turner Street. Questions regarding this Request for Bids should be directed to Marc Gosselin, Executive Director of Community Partnerships & Sport Tourism, by email at marc.gosselin@auburnmaine.gov. All questions must be submitted by **5pm on Monday, March 10, 2025**. Please submit both a hard copy and digital copy proposal to the City of Auburn by 12:00 p.m. on **Thursday, March 13, 2025**. Proposals must be delivered to **Purchasing, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Marc Gosselin
Executive Director, Community Partnerships & Sport Tourism



www.NorwaySavingsBankArena.com

BID #2025-026 Fitness & Hockey Player Development Gym



www.IngersollTurfFacility.com

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I. REQUEST FOR PROPOSAL OVERVIEW

The City of Auburn ("City"), Maine is issuing a Request for Proposal (RFP) from a qualified gym owner ("Gym Owner") specializing in constructing and operating a fitness facility specifically catering to sport of ice hockey and hockey player development. The Gym Owner's response to the RFP shall be defined by the Scope of Work. The City seeks to contract with a Gym Owner to build and outfit a fitness facility within a pre-determined/designated space at the Norway Savings Bank Arena.

The intent of this RFP is to solicit innovative and entrepreneurial solutions to the delivery of fitness and hockey player development services at the Norway Savings Bank Arena service our local, regional, and state hockey community.

II. TERMS OF REFERENCE AND SCOPE OF SERVICES/WORK

The following Terms of Reference provide a framework for a proponent to submit a proposal and for the City to evaluate each proposal received to determine with submission is most suitable for the City's requirements.

The scope of services/work shall consist of and include the following:

- ✓ Drawings Stamped by licensed professional.
- ✓ Apply and acquire any and all engineering and planning permits required by the City of Auburn.
- ✓ Responsibilities of any and all build out and equipment costs are the responsibility of the Gym Owner.
- ✓ Project (demo) to start on, or around, April 1, 2025, and project completion no later than July 31, 2024.

CONTRACT TERM

- A general lease agreement will be entered into by the Norway Savings Bank Arena and the Gym Owner equal to \$1,000 per month with a three (3) year commitment.
- Terms of the agreement shall be agreed upon at the time of the drafted agreement.

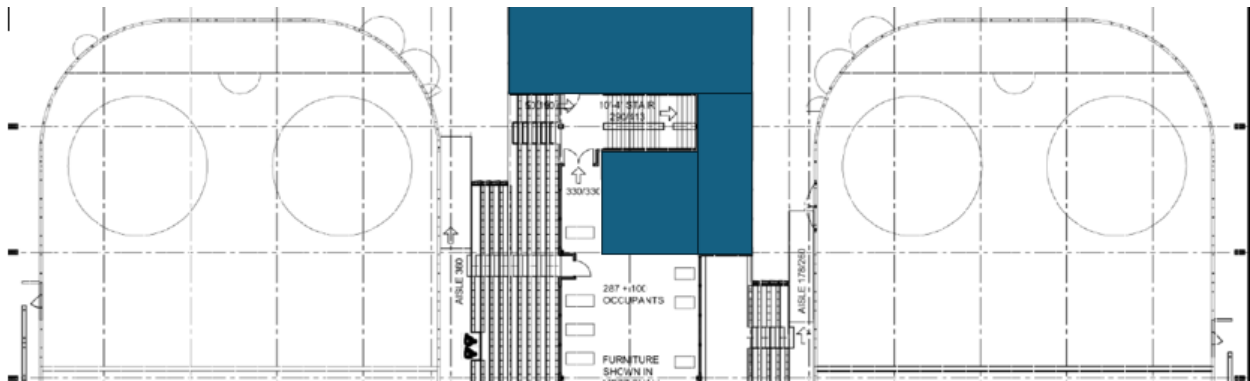
INSURANCE

- Prior to the operation of a fitness space commencing, the Gym Owner must provide proof of the following:

- *Public Liability Insurance* including insurance against assumed or contractual liability, with respect to the Leased Premises, to afford protection to the limit, for each occurrence, of not less than One Million and 00/100 Dollars (\$1,000,000.00 with respect to personal injury or death or property damage, and an aggregate limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00)
- *All-Risk Casualty Insurance* covering all of the Gym Owners personal property in the leased premise and all leasehold improvements installed.
- *Workers Compensation and Employers Liability Insurance* as required by Maine Law

Any insurance policies required to be carried pursuant to this paragraph shall name City and Gym Owner as additional insureds, and Gym Owner shall furnish City evidence of such insurance coverage. Such insurance policies may not be modified or terminated without thirty (30) days' advance written notice to City.

SPACE AND EQUIPMENT



- The predetermined/designated fitness space is the entire upstairs locker room and can include a small portion of the back mezzanine. Seen above in the shaded areas. The space should include a free weight area, a strength machine area, and artificial turf run. Size and location of turf run to be mutually agreed upon by the City and Gym Owner.
- All additional equipment and supplies required for operation of the gym shall be installed by Gym Owner at its expense, which shall be performed in a workmanlike manner in accordance with all applicable laws, regulations, and insurance requirements, and to the reasonable satisfaction of the arenas Executive Director and General Manager.

HOURS OF OPERATION

- Hours of operation will coincide with the hours of operation for the arena. Anything outside those hours of operation will be discussed and mutually agreed upon by the City and the Gym Owner.

III. **SELECTION CRITERIA & PROPOSAL REQUIREMENTS**

Bids submitted are offers only, and the decision to accept or reject is a function of quality, reliability capability, reputation, and expertise of the consultant submitting bids. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or designs for the preparation of that bid, or for procuring or contracting for the services to be furnished under this RFP.

The City reserves the right to accept the bid that is:

- In its judgement, the best and most favorable to the interests of the City and to the Norway Savings Bank Arena
- To reject the proposal with the lowest fee
- To accept any item of any proposal
- To reject any and all bids
- Waive irregularities and informalities in any bid submitted or in the RFP process. Provided, however, that the waiver of any future or similar defect or informality. Consultants should not rely upon, or anticipate, such waivers in submitting their bid.

A. **Cover Letter**

- a. Understanding of scope of work to include the timeline.
- b. Background of gym owner, including applicable experience, education, awards, and any case studies demonstrating prior campaigns, medial results, or other successes.
- c. Signed by the individual in the consultant's organization who is responsible for the proposal of submittal.

B. **Background and Information/Qualifications**

- a. A list of all project personnel and a summary of qualifications, education, relevant experience, and roles/responsibilities for everyone in relationship to this project.
- b. The consultants dedicated project manager will have direct and continuous responsibility in matters dealing with the project. He or she will handle the day-to-day activities through to completion. This identified project manager will serve as the primary contact with the City and explain how this point of contact with the City will work.
- c. An overview outlines the history of the consultant's expertise in assisting municipalities with similar services.

C. **Experience Summary and References**

- a. Describe the experience in providing services like those detailed in this RFP. Qualified vendors must be able to demonstrate the forecast to actual results.

D. Applicable licenses

- a. Provide copies of any relevant and applicable licenses
- b. Provide a copy of the firm's W-9 form

E. Selection Criteria

- a. Meets qualifications set forth in this RFP.
- b. Documented experience related to full-service fitness and hockey player development.
- c. Demonstrated ability to meet project start and end dates.
- d. Business integrity and reputation in the industry are relevant to the scope of services.
- e. Demonstrated skill, integrity, and reputation as confirmed by references including timelines and demonstrable results.

IV. PROJECT TIMELINE

The City is soliciting bids from individuals and companies who can start services the week April 1, 2025, and have the gym fully operational no later than July 31, 2025.

V. EVALUATION PROCEDURE

The evaluation/selection team will consist of members who have been selected because of their expertise and knowledge of the service(s) and/or programs that are the subject of the RFP. This team will be charged with reviewing all bids and making a recommendation for the award. The award will be based on the proposal submitted by a qualified, responsive, and responsible vendor that best meets the needs of the Norway Savings Bank Arena as determined by the City. If all vendors do not meet requirements, the City reserves the right to continue the evaluation of qualifications, which most closely meet the requirements of this RFP.

VI. CONDITIONS AND INSTRUCTIONS TO BIDDERS

The City requires bidders to follow the conditions and instructions below:

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.

2. Awards will be awarded considering the quality of the services in relation to investment, meets specifications, and is in the best interest to the City of Auburn and the Norway Savings Bank Arena.
3. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
4. The terms and cash discounts shall be specified. Time, in connection with the discount offered, will be computed from date of delivery at destination after final inspection and acceptance for from date of correct invoice, whichever is later.
5. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, an exemption certificate will be furnished with the Purchase Order when required.
6. Time of execution shall be stated and may be a factor in the bid award.
7. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
8. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn and the Norway Savings Bank Arena.
9. The bidder will clearly outline all options that are included in the price.
10. Consultants may withdraw a proposal, in writing, at any time up to the proposal's due date and time. The notice must be signed by an authorized representative of the vendor. If a previously submitted proposal is withdrawn before the proposal due date and time, the vendor may submit another proposal statement at any time up to the proposal due date and time.
11. Please state "**Bid # 2025-026 Fitness & Hockey Player Development Gym**" on submitted, sealed envelope.

VII. GENERAL CONDITIONS

1. **Equal Employment Opportunity:** The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant of employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. **Save Harmless:** The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of the alleged infringement of patents of materials used.
3. **Subcontracting:** The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.
4. **Warranty:** The Bidder warrants that all work and products will be of good quality and free from faults and defects and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

VIII. References

A minimum of three (3) references from business to whom the consultant has provided services comparable to the services identified and described in this RFP.

IX. BID PROPOSAL FORM

Due: March 13, 2025

To: City of Auburn
Marc Gosselin, Community Partnerships & Sport Tourism
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm of agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone _____ Fax _____

Email Address _____

STATE OF MAINE

_____, SS. Date: _____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public _____ Print Name

Commission Expires