



City of Auburn, Maine

Financial Services

Jill Eastman, Director

www.auburnmaine.gov | 207.333.6601

60 Court Street, Auburn, Maine 04210

Sept. 15th, 2021

Dear Bidder,

The City of Auburn is accepting written proposals for the Community Development Department's **Residential Rehab Cost Estimator – Annual Contract**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal 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 proposal, 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. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders.

Please mark sealed envelopes plainly: **Residential Rehab Cost Estimator BID #2022-009**

Questions regarding this Request for Bids should be directed to Zakk W. Maher, Community Development Manager, at (207) 333-6601 ext. 1336.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, Sept 30, 2021**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Derek Boulanger, Purchasing Agent, 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,

Derek Boulanger

Facilities Manager/Purchasing Agent

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CONDITIONS AND INSTRUCTIONS TO BIDDERS

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. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
4. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
5. 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.
6. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
7. 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, exemption certificate will be furnished with the Purchase Order when required.
8. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
9. 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.
10. Please state **Residential Rehab Cost Estimator BID #2022-009** on submitted, sealed envelope.
11. 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.
12. The City of Auburn may reduce the number of units purchased pursuant to overall prices.
13. Bidder will clearly outline all options that are included in the bid price.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for 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 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 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 of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The contractor shall comply with MUTCD standards for work signs and with OSHA for employee highway safety equipment.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees and others on or near the work site.
- Materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors, regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the Town, to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor, or by reducing payment by the amount of damage costs caused by the Contractor.

SCOPE OF WORK

Broad Description of Project: The purpose of this RFP is to receive proposals from qualified contractors with extensive experience and knowledge of Building Codes, associated materials, labor, and other construction related costs, to provide professional services related to residential rehab cost estimating. Electronic submissions will not be accepted for this proposal.

The Community Development Office annually awards numerous projects which require cost estimating. The cost estimating services shall include, but not limited to, review of proposed residential rehab projects, design and development of detailed scope of work along with costs related to tasks to assure costs are commensurate with the project scope and local market conditions. All costs estimates shall be broken down by trade and include overhead, profit, and any fees. The contractor must have knowledge of local City of Auburn construction pricing and must be able to provide examples of projects supporting this knowledge.

Scope of Services: The successful bidder shall provide the following services at a minimum. The selected firm will meet with project management staff and review and/or provide cost estimates for Community Development Office projects. The selected firm will be contracted on an established hourly fee per project. The contractor will be expected to have appropriate professional staffing to accomplish the scope of work within the specified time required by the Community Development Office based on the project needs.

Schedule

Schedules for individual cost estimating projects will vary depending on project scope and schedule. The Community Development Office and the selected firm will agree to a schedule prior to commencement of work on any individual project.

Deliverables

Deliverables are an electronic document of a comprehensive scope of work and cost estimates in a format provided by the Community Development Office or agreed to by the Community Development Office.

The CONTRACTOR shall provide all labor, materials and equipment necessary to complete the job in a timely fashion. All costs associated with the performance of the contract shall be the sole responsibility of the CONTRACTOR and shall be reflected in the proposed hourly rate.

Work to be Performed

The Contractor's Scope of Work for this Project includes the following work elements:

1. Qualified project notifications will specify the address, owner to contact for scheduling and type of rehab work expected.
2. The contractor will prepare and deliver a complete Scope-of-Work and cost estimate for all costs by line item. Scope of works will be in a format provided by the Community Development Office or agreed to by Community Development Office.
3. Some projects may require that the whole home meet the Auburn Housing Standards. These standards can be found on the City's website. If indicated, all deficiencies noted during inspection must be addressed in the scope of work.

All work shall be done at such times as the Contractor and Community Development Office shall deem appropriate. Work schedule will be coordinated by the Community Development Department as projects

are approved. Work shall not begin in any area without specific notification of, and approval by the Community Development Office.

PROGRAM MANAGEMENT

The Residential Rehab Cost Estimator Contract shall be managed by the Community Development Department of the City of Auburn. It is expected that invoices for services rendered will be itemized and submitted no less than monthly.

Schedule

The City of Auburn intends to have this work performed from October 1, 2021 to June 30, 2022.

PROPOSAL EVALUATION CRITERIA

The Community Development Office will evaluate proposals and select a contractor based on a combination of the following factors:

- Qualifications and relevant experience of the firm.
- Qualifications and relevant experience of the firm's proposed staff.
- Quality of references from similar work completed recently.
- The extent to which the proposed solution matches the needs of the Community Development Office.
- Review of a sample scope of work/cost itemization.
- Reasonableness of cost of associated services requested.

REQUIREMENTS AND FORMAT OF THE PROPOSAL

Contractors responding to this RFP shall submit their proposals, organized and presented as outlined below. Accuracy and completeness are essential. Since the successful proposal will be incorporated into the contract, contractors are cautioned not to make claims or statements to which they are not prepared to commit to contractually.

The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s)
- Short History of Business (existing customers, experience, specialties, etc.)
- A sample scope of work/cost itemization
- Proof of Commercial Liability Insurance (listing of City as additional insured will be required)

Letter of Transmittal

The Proposal must consist of a letter of transmittal signed by an individual authorized to bind the Contractor contractually. **It shall:**

- Concisely identify the services offered in the proposal.
- State that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number and email address of one or more contact individuals.
- Include the name, title, address, telephone number and email address of one or more individuals who are authorized to sign a contract.

Understanding of the Scope of Work

In this section, Contractor should notify the City of Auburn of any potential difficulties that might arise in implementing the work making sure to include any expected solutions.

Relevant Experience and Client References

In this section, a description of relevant work experience is to be provided, detailing the timeframe over which services were provided to specific clients. Contractors should provide a minimum of three (3) references and indicate the name of company, contact person, address, telephone number and role of the contact person in relation to the services provided. Information of relevance to the Scope of Work should be presented to allow the City of Auburn to assess Contractor's experience.

BID PROPOSAL FORM

Due: Thursday, September 30, 2021

To: Derek Boulanger, Purchasing Agent
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 or 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 No. _____ Fax No. _____

Email Address: _____

Hourly Rate: \$ _____ for Average anticipated hours per project: _____