



City of Auburn, Maine

Financial Services

Jill Eastman, Director

www.auburnmaine.gov | 207.333.6601

60 Court Street, Auburn, Maine 04210

November 1, 2021

Dear Respondent,

The City of Auburn is accepting written proposals for the Community Development Department. The Department is seeking **Proposals for Certified Post Construction Cost Estimating and Analysis Services**. 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 Access Act, which considers responses specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Respondent qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Respondent. 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.

Please mark sealed envelopes plainly: **“Certified Post Construction Cost Estimating and Analysis Services #2022-011.”**

Questions regarding this Request for Proposals 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, Nov 18, 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

Table of Contents

CONDITIONS AND INSTRUCTIONS TO RESPONDENT.....3
GENERAL CONDITIONS.....4
1. Equal Employment Opportunity4
2. Save Harmless4
3. Subcontracting.....4
4. Warranty.....4
SCOPE OF WORK.....5
 Work to be Performed5
PROGRAM MANAGEMENT7
 Schedule7
PROPOSAL EVALUATION CRITERIA.....7
RESPONSES PROPOSAL FORM.....9

CONDITIONS AND INSTRUCTIONS TO RESPONDENTS

1. Respondent shall use the enclosed responses form for quotations. Whenever, in responses 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 responses 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. Responses will be opened publicly. Respondent or representatives may be present at responses opening.
4. **AWARDS** The contract will be awarded to the responsible and responsive proposer offering the most advantageous proposal meeting the specifications within this RFP. One contract will be awarded to the one responsive and responsible Proposer whom the City of Auburn determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and selection criteria set forth in the RFP, including price. Emphasis in selecting a firm shall be placed on the chosen firm's experience on similar past projects and overall experience within this category of work. It is understood that the City may use all means at their disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the services offered to fit the needs of the City.
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 responses.
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 responses 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 respondent.
10. Please state **"Certified Post Construction Cost Estimating and Analysis Services RESPONSES #2022-011."** on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in responses 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. Respondent will clearly outline all options that are included in the responses 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent.

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: This document is a Request for Proposal (RFP) to secure Certified Post Construction Cost Estimating and Analysis services for the Community Development Department (CDD). The goal of the RFP is to identify qualified firms or individuals to contract with CDD to provide post construction cost analysis and estimation of three completed projects.

These firms or individuals must be capable of providing the required services in a professional, timely, and cost-conscious manner. The Respondent will contract with CDD to perform this service within 60 days from time of award.

Scope of Services: The successful respondent shall provide the following services at a minimum. The selected firm will meet with project management staff and review three completed projects and provide cost estimates for CDD based on site visits, and any documentation available to include, contracts, invoices, plans and photos. The selected firm will be contracted on a flat fee encompassing all three projects. The contractor will be expected to have appropriate professional staffing to accomplish the scope of work within 90 days from date of responses award.

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 for each of the three project sites.

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 a "Lump Sum" (LS) cost per occurrence.

Work to be Performed

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

1. Upon notice of responses award, the Community Development Office will work to provide staff and documents as identified by the contractor to perform the work needed to provide the final work product.
2. Contractor will review all documents related to the conversion of the old Recreation Department garage that was converted to the now Auburn Senior Center located at 48 Pettengill Park Road, perform site visits as needed to determine the funds expended to renovate the building are in line with reasonable costs based on specifications, quality of materials and workmanship. Total Federal funds expended \$704,245.16 with a total expenditure of \$838,542.13.
3. Contractor will review all documents related to the installation of refrigeration and a back-up generator at 48 Pettengill Park Road (The Senior Center), perform site visits as needed to determine the funds expended to install the refrigeration and generator are in line with reasonable costs based on specifications, quality of materials and workmanship. Total Federal funds expended \$40,469.99.
4. Contractor will review all documents related to the installation of walk-in refrigeration and a back-up generator at 24 Chestnut Street (The Pal Center), perform site visits as needed to determine the

funds expended to install the refrigeration and generator are in line with reasonable costs based on specifications, quality of materials and workmanship. Total Federal funds expended \$94,212.69.

5. The contractor will prepare and deliver a complete cost estimate of the completed projects with a detailed analysis of how the estimate was arrived at and the methods used and render an opinion as to the reasonableness of the funds expended.

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 to assure the contractor has ample time to perform the needed work.

PROGRAM MANAGEMENT

The Certified Post Construction Cost Estimating and Analysis Services 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 December 1, 2021, to February 28, 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.

RESPONSES PROPOSAL FORM

Due: 2:00PM Thursday, November 18, 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 responses 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 responses form, the firm listed below hereby affirms that its responses meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____ Fax No. _____

Email Address: _____

Lump Sum Cost to provide Post Construction Cost Estimating and Analysis Services:

\$ _____