



City of Auburn, Maine

Financial Services

Jill Eastman, Director

www.auburnmaine.gov | 207.333.6601

60 Court Street, Auburn, Maine 04210

August 23, 2022

Request for Proposals

Dear Contractor,

The City of Auburn is requesting interested parties to submit their qualifications and written quotes for the Community Development Department's **2023-007 Housing Rehab Heating System (Duct)**. 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: Contractor qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Contractor. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

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

Please mark sealed envelopes plainly: 2023-007 Housing Rehab Heating System

Questions regarding this Request for Bids should be directed to Kevin Bean, Community Development - Lead Coordinator, at (207) 333-6601 ext. 1337.

Please submit your proposal to the City of Auburn by 12:00 p.m. **Wednesday Sep 07, 2022**. Proposals will be opened at 12:30 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. *There will be a mandatory bid walk through at the project location on **Wednesday August 31st at 12:00 pm.***

Sincerely,

Derek Boulanger

Facilities Manager/Purchasing Agent

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CONDITIONS AND INSTRUCTIONS TO CONTRACTORS

Conditions

All Contractors submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. Contractors 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. Contractors or representatives may be present at bid opening.
4. Awards will be made to the lowest responsible Contractor, 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 a designate. The contract shall not be considered valid until a purchase order has been issued to the successful Contractor.
10. Please state **2023-007 Housing Rehab Heating System** 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. Contractor will clearly outline all options that are included in the bid price.
14. All proposals in response to this RFP are to be the sole property of the City of Auburn. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
15. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
16. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
17. The proposer agrees that the proposal will remain valid for a period of thirty (30) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
18. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his

option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

19. The proposer must certify that the personnel identified in its response to this RFP will be the persons assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
20. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
21. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
22. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
23. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with the responsible proposers.
24. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
25. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
26. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
27. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the responsible agent for the City.

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

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 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.

SCOPE OF WORK

Where applicable:

See Appendix A - Lead Abatement

See Appendix B - Healthy Homes

See Appendix C - Community Development Block Grant

Scope of Services: 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

All work is to be completed on weekdays during regular business hours not to include any weekends or federal holidays.

Agreement Period

Contractor must guarantee not to withdraw a proposal during the period of 90 days immediately following the due date or until contract is signed; and that if proposal is accepted the contractor will accept and perform under the terms of this RFP, the proposal submitted and any subsequent negotiation and resulting contract / change order.

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.

Work to be Performed

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 2023-006 Housing Rehab Heating System (Duct) 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.

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 on like projects.
- Solid understanding of and ability to demonstrate skills needed to complete the project type being bid on.
- Strong project management abilities.
- Strong attention to detail and excellent problem-solving skills.
- Strong verbal and written communication and data presentation skills, including the ability to effectively communicate with ACDO team on possible challenges and solutions.
- Quality of references from similar work completed recently, with a proven track record in providing these types, or similar services.
- 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.)
- Copies of any applicable certifications
- 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.

Qualifications

- History of relevant work experience similar or equivalent to services outlined in the attached work write up.
- Proposer should have proven track record of providing similar services for municipal governments or agencies.
- Knowledge of federal and state laws and regulations as well as any relative city ordinance to the project being bid on.

Cost Schedule

Proposals shall be firm-fixed price. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelop marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

Exceptions and Alternatives

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

BID PROPOSAL FORM: 2023-007 Housing Rehab Heating System (Duct)

Due: 12:00 pm Wednesday Sept 7, 2022

To: Derek Boulanger, Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees the attached pricing 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: _____



City of Auburn, Maine

Business & Community Development

Glen Holmes, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

August 23, 2022

WORK WRITE-UP

PROJECT # 2023-007 Housing Rehab Heating System (Duct to Second floor)

OWNER / PROPERTY INFORMATION Terrance Lowell 86 West Bates Street Auburn, ME. 04210 207-212-0764 Alt Phone	CONTRACTOR INFORMATION Company Name _____ Address _____ Phone _____ Signature _____ Title _____
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BID TOTAL (to include any and all fees such as permitting fees) \$ _____

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. Submission of a bid is presumptive evidence that the bidder fully understood the entire scope of work required and will be responsible to complete project as defined on specifications provided and explained during the pre-bid meeting for the amount submitted.

LIST ANY SUBCONTRACTORS THAT WILL BE ENLISTED TO PERFORM WORK ON THIS PROJECT. ALL LICENSES, CERTIFICATES AND COPIES OF INSURANCE MUST ALSO BE ATTACHED.

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

Contractor _____ Phone _____
Address _____

Basement Level

DCT: IRC - M1601

Project Type: RUUD heating system (QR- refers to RHEEM Model # R95PA0401317MSA
Narrative

1. Ruud Must be ducted to second floor living space and bedroom utilizing existing vent locations where possible and access allows.
2. Any new duct work needed to reach existing ducts where applicable

\$ _____

Room/Location Second Floor Living Space

DCT: IRC - M1601

Project Type: additional zone prep
Narrative

1. Duct work prep / replace where needed
2. Vent maintain or replace if necessary

\$ _____

Room/Location Second Floor Bedroom

DCT: IRC - M1601

Project Type: Additional zone prep
Narrative

1. Duct work Prep / Replace where needed
2. Vent maintain or replace if necessary

\$ _____

PERMIT FEES

\$ _____

TOTAL JOB COST (transfer this number to front page)

\$ _____