

May 2, 2019
RFP No. 220001

CITY OF AUGUSTA

Invitation to Bid

“HVAC Systems Preventive Maintenance and Service”

Sealed bids for **‘HVAC Systems Preventive Maintenance and Service’** for the City of Augusta, as specified below, in the attached General Specifications, Work Specifications, Proposal/Bid Form, W9 and Agreement will be received by the City Purchasing Agent, City Manager’s Office, City Center, 16 Cony Street, Augusta, Maine 04330 until **Tuesday, June 18, 2019 at 9:00 AM** at which time they will be publicly opened and read aloud. All bids must be submitted to: **City of Augusta, Development Services Office, 1st floor, 16 Cony Street, Augusta, ME 04330.**

Bids shall be submitted on the attached form in sealed envelopes, plainly marked **“Bid No. 220001”** for **“HVAC Systems Preventive Maintenance and Service”** and shall be addressed to the purchasing agent at the above address.

A mandatory pre-bid meeting will be conducted at City Center in Conference Room C (room 109) on Tuesday, May 14, 2019 at 9:00 AM. Before submitting proposals, bidders will be required to have attended the pre-bid meeting for the purpose of familiarizing themselves with the RFP, the RFP process, and to ask any questions regarding the RFP and the work specifications. Questions regarding the RFP process may be directed to Bob LaBreck, Facilities Manager at 207-626-2365 or by e-mail at bob.labreck@augustamaine.gov

In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes. The City of Augusta reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best

Interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing

ordinance.

Sincerely,

William R. Bridgeo
City Manager/Purchasing Agent

Enclosures

cc: Robert LaBreck, Facilities Manager

Mandatory pre-bid meeting

The pre-bid meeting will be conducted at City Center on Tuesday, May 14, 2019 starting at 9:00AM. The purpose of the pre-bid meeting is to discuss the RFP, the intent associated with the RFP, the RFP process, and to answer questions related to the RFP. Bidders are encouraged to conduct their own visual inspection of the equipment listed in the RFP. Bidders wishing to conduct their own visual inspection of the equipment must arrange a site visit with the contact person listed for each facility. Failure of any bidder to not contact and arrange their own visual inspection does not exclude that facility, or any equipment within that facility, from being included in this RFP.

Section A

- | | |
|--|--------------------|
| 1) City Center | 16 Cony Street |
| 2) Augusta Police Department | 33 Union Street |
| 3) Buker Community Center | 22 Armory Street |
| 4) Lithgow Library | 45 Winthrop Street |
| 5) Hartford Fire Station | 369 Water Street |
| 6) D.P. Wells Fire Station | 110 Bangor Street |
| 7) Western Avenue Fire Station | 182 Western Ave |
| 8) Hospital Street Fire Station | 40 Hospital Street |
| 9) North Station # 3 | 105 Anthony Avenue |
| 10)Blueberry Hill Communication Tower | Westview Street |
| 11)Bolton Hill Communication Tower | Conservation Drive |
| 12)Augusta State Airport | 75 Airport Road |
| 13)Augusta Civic Center | 76 Community Drive |
| 14)Augusta Public Works / Parks & Recreation | 55 North Street |

Section B

- | | |
|--|--------------------|
| 1) Farrington School | 249 Eastern Avenue |
| 2) Cony High School/Capital Area Technical Center (CATC) | 40/60 Pierce Drive |
| 3) Lillian Parks Hussey School | 12 Gedney Street |
| 4) Lincoln School | 30 Lincoln Street |
| 5) Gilbert School | 1 Sunset Avenue |

Building Contact

City Buildings

City Center	Bob LaBreck	626-2365 or 242-6773
Police Department	“	“
Buker Community Center	“	“
Lithgow Library	“	“
Hartford Fire Station	“	“
DP Wells Fire Station	“	“
Western Avenue Fire Station	“	“
Hospital Street Fire Station	“	“
North Station # 3	“	“
Blueberry Hill tower	“	“
Bolton Hill Tower	“	“

Augusta State Airport Jane Dumas 626-2306 or 215-9570

Or Pete Couillard 242-1240

Augusta Civic Center Lewis Mendall 626-2405

Augusta Public Works Scott Kenoyer 626-2435

Parks & Recreation Bruce Chase 215-2300

All School Buildings Jon Stonier 215-6153

CITY OF AUGUSTA

GENERAL SPECIFICATIONS

The City of Augusta, Maine, and the Augusta School Department (hereinafter called the "City") invite bids on the attached forms which must be appropriately filled in.

The City may consider informal, any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

PREPARATION OF PROPOSAL

Proposals must be submitted on the actual form of bid furnished herewith and all information must be filled in before bid can be considered for award. All blank spaces for bid prices must be filled in, in ink, in figures, with the unit price for the item or the lump sum for which the proposal is made.

Proposals shall contain no recapitulation of the work to be done. Each bidder is required to state in their proposal their name and place of residence; the names of all persons interested with them; also that it is made without any connection with any other person making any proposal for the above work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, their address, and the name of the project for which the bid is being submitted. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the proposal form and preferably by "registered mail".

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Specifications and Contract documents including all addenda. The failure or omission of any bidder to examine the site or to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

The Bidder shall make their proposal from their own examinations and estimates, and shall not hold the City, its agents, employees or independent engineer or their agents, hired by the City, responsible for or bound by any schedule. If any error in any plan, drawing, specification or direction, relating to anything to be done under this contract, comes to their knowledge, they should report it at once to the City.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the bid by the bidder.

QUALIFICATION OF BIDDERS

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The City may require pre-qualification data from bidders unknown to it.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, City of Augusta, 16 Cony Street, Augusta, ME 04330, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) work days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

AWARD OR REJECTION OF BIDS

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided their bid is reasonable and it is to the interest of the City to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the City at its discretion.

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

If the successful bidder fails to sign and return the contract with the required certificate of insurance and within 14 days after notification by the City that it is ready for signature, their bid will lapse at the election of the City and their bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw their bid prior to contract signing, their deposit will be retained by the City as an agreed amount of liquidated damages.

PERFORMANCE AND PAYMENT BONDS

There will be no performance or payment bonds required for this project.

TIME OF COMPLETION

The work to be performed under this Agreement shall commence on July 1, 2019 and shall be continuous until June 30, 2024. The contract shall be one 3-year contract with two-1 year renewal options. Contract continuation is subject to annual appropriations by the City Council.

INSURANCE

The successful bidder shall agree to save the City harmless from all losses, costs or damages caused by their acts or those of their agents and will provide a certificate of insurance for Public Liability and Automobile Liability coverage in the amount of not less than \$1,000,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the City from all such claims, and Worker's Compensation Insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time. See Section 8 of attached Agreement.

EXEMPTION FROM SALES TAX

Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating their bid price for the work.

PERMITS AND LICENSES

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

MATERIALS AND APPLIANCES

The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

PROTECTION AND RESTORATION OF PROPERTY

All waste material shall be removed from the site and area left clean upon completion of work. Any equipment or building structure damaged by successful bidder shall be repaired or replaced to the satisfaction of the owner.

STATUTORY REQUIREMENTS IN GENERAL

All work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.

“HVAC System Preventive Maintenance and Service”

The intent of this RFP is to procure the services of a reputable Mechanical Contractor to provide the City of Augusta with the services necessary to maintain our existing HVAC mechanical equipment and all associated HVAC mechanical devices in full operable condition, to be consistent with industry standards related to Preventive Maintenance (PM) and service work, and to be done so to all equipment manufacturers recommendations. The City expects that all Mechanical Contractors bidding this RFP possess the knowledge, tools, and equipment necessary to perform the services requested in this RFP, to do so to industry standards, and to manufacturers recommendations related to HVAC mechanical equipment and associated HVAC mechanical devices. The City does not assume to have included every minute detail, in this RFP, but has made every effort to provide all bidders with enough information to bid on this RFP.

The City intends to award this bid to the bidder that can provide the City with the services as requested in this RFP. The intention is to have all bidders provide the requested information. The City will evaluate all the information provided and may make a determination based on the information or may request to interview any or all of the bidders. The city does not intend to award this bid based solely on low cost.

Evaluation

The “City” will review all the requested and any additional provided materials and may select the most qualified firm based solely on the information provided.

If presentations are determined to be necessary the “City” will notify those finalists under consideration and schedule the presentation.

This bid will be awarded based on the responses utilizing the evaluation percentages as noted.

Price	40%
Question 1	30%
Question 2	20%
Question 3	<u>10%</u>
TOTAL	100%

Please provide on separate page or pages the following information.

- 1) Please explain in detail the components of your Preventive Maintenance (PM) program, and how they serve to assist the assets of your customers?

NOTE: Please provide a sample maintenance task sheet for the city's review.

- 2) Please describe in detail your company's ability to provide services related to all types of HVAC equipment.
- 3) How many full time staff will be assigned to the city's contract and what is the extent of the expertise of the assigned staff?
(List any and all pertinent licenses, certifications, or training)
- 4) Please provide a history of your company.

WORK SPECIFICATIONS

The City is requesting bid proposals for work to be performed, referred hereafter as:

“HVAC System Preventive Maintenance and Service”

It is the intention of these specifications to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the Service Company desiring to provide such services.

Section A

1. Augusta City Center, 16 Cony Street 35,514 square feet, 3 floors
2. Augusta Police Department, 33 Union Street 34,180 square feet, 2 floors
3. Buker Center, 20 Armory Street 36,040 square feet, 2 floors
4. Lithgow Library, 45 Winthrop Street 36,000 square feet, 3 floors
5. Hartford Fire Station, 369 Water Street 24,000 square feet, 3 floors
6. D.P. Wells Fire Station, 110 Bangor Street 2,662 square feet, 1 floor
7. Western Avenue Station, 182 Western Avenue 2,040 square feet, 1 floor
8. Hospital Street Station, 40 Hospital Street 2,147 square feet, 1 floor
9. North Station # 3, 150 Anthony Avenue 16,000 square feet, 1 floor
10. Blueberry Hill Tower, Westview Street 90 square feet, 1 floor
11. Bolton Hill Tower, Conservation Drive 90 square feet, 1 floor
12. Augusta State Airport, 75 Airport Road – (3 buildings)
 - a. Terminal building 11,074 square feet, 2 floors
 - b. Maine Instrument Flight 11,152 square feet, 2 floors
 - c. New snow removal equipment building 11,200 square feet, 1 floor
13. Augusta Public Works, 55 North Street – (5 buildings)
 - d. Main office/Garage 14,170 square feet, 2 floors
 - e. Equipment garage 5,500 square feet, 1 floor
 - f. Equipment garage 12,900 square feet, 1 floor
 - g. Cement storage building 6,272 square feet, 2 floors
 - h. Parks and Cemeteries, storage garage 4,000 square feet, 1 floor
14. Augusta Civic Center, 76 Community Drive 143,500 square feet, 3 floors

Section B

1. Cony High School/CATC, 40/60 Pierce Drive 257,000 sq ft – 2 floors
2. Farrington School, 249 Eastern Avenue 48,050 sq ft – 2 floors
3. Lincoln Elementary School, 30 Lincoln Street 38,000 sq ft – 2 floors
4. Lillian Parks Hussey School, 12 Gedney Street 28,900 sq ft – 1 floors
5. Gilbert Elementary School, 1 Sunset Avenue 52,870 sq ft – 2 floors

LOCATION AND DESCRIPTION OF SERVICES REQUESTED

- A. Preventive maintenance services shall be provided for a period of five (5) years July 1, 2019 - June 30, 2024 (one-3 year contract, with two-1 year renewal options) by the Service Company on all equipment and associated devices related to the HVAC system at all the above locations. The City reserves the option to negotiate pricing for any additional buildings, or specific equipment to be added to the Service Contract on an as needed basis during the contract period. The City will review the services of the Service Company prior to July 01 of each year that the contract is in effect. Annual continuation of the contract shall be contingent upon a satisfactory review, and annual appropriations by the City Council.

NOTE: The City reserves the right to request a meeting anytime during the contract period to discuss and review the services being provided. A non-satisfactory review may result in contract cancellation.

- B. The Service Company shall furnish all personnel, test equipment, tools, staging, ladders, special access equipment, and services in conformance with the terms and conditions as outlined below. The Service Company shall have on staff properly licensed and trained personnel that possess the ability to work on various different types and sizes of heating and cooling equipment. Under no circumstances shall the City provide lifts, ladders, bucket trucks, or other lift type equipment to access any equipment.

NOTE: The Airport has (2) areas – (terminal ceiling units, MIF roof top unit) that will require special access equipment.

The Civic Center has (2) supply air fans located in the auditorium that will require special access equipment.

- C. For required work outside the service contract, but related to HVAC equipment, the Service Company shall provide guidance to acquire contractors, monitor and supervise the work performed by such contractors and provide guidance for the purchasing of materials.
- D. The Service Company shall be available, at no additional charge, for consultation regarding design changes, equipment selection, and to provide free estimates.
- E. The Service Company shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed. No additional costs will be accepted to add additional equipment overlooked during the bid process. The only exception will be if one of the entities

adds additional equipment to their respective facilities, included in scope of this RFP, after the bidders performed their equipment survey.

F. The entities involved with this RFP have provided a list of equipment to be serviced. The provided list of equipment (**Attachments A, B, and C**) is provided as part of this RFP and may not be completely comprehensive. It will be the responsibility of the bidders to develop a complete list of equipment to be included in their respective proposal. The bidder is required to provide, with their respective proposal, a list of all mechanical equipment detailing, by building, in table form:

- Quantity
- Equipment description (Boiler, fans, unit heater, circulator motors, air compressors, etc.)
- Manufacturer
- Model number
- Area served
- Frequency of maintenance

H. It is not the intent to dictate the preventive maintenance procedures to be performed on all equipment. Bidders must submit sample maintenance task sheets for evaluation by the City.

GENERAL MAINTENANCE PROCEDURES

A. MAINTENANCE PROCEDURES AND RECORDS

1. All preventive maintenance tasks shall be computer generated based on a program using each building's run time, manufacturer's maintenance recommendations and manufacturer's specifications to assure a uniform, detailed, and all inclusive method of defining preventive maintenance tasks. Bidders may be required to show copies of said computer preventive maintenance reports to demonstrate compliance to this requirement.
2. The Service Company shall control scheduling of the interval of preventive maintenance and task functions to be performed by both calendar periods and operating hours (routine) as pertinent to each piece of equipment. The Service Company shall provide a list for each facility detailing the dates of the scheduled preventive maintenance for equipment in each facility.
3. As work is scheduled, the Service Company shall issue, to the mechanic on the job, a computer-prepared service report detailing exactly what tasks to perform, skill levels required and special tools and instrumentation needed to maintain the systems at optimum comfort and efficiency levels.
4. After each service call is completed a service report, or when requested, a completed tasking sheet, shall be furnished to the building contact person, or a designated representative for signature. All service reports must indicate the amount of hours spent on the service call or PM Service.
5. After each service call report is signed off, details from the completed service report will be re-entered in the data bank to assure closed-loop performance and continuous database updating. The client shall be provided with either system generated reports or access to the database to view reports when requested. The reports or access to the database shall be granted to the client within 48 hours of notification to the Service Company of the request for information.
6. On an annual basis (between October 15th and November 15th each year), the Service Company shall advise and assist in the determination of improvements to the mechanical system that will conserve energy, minimize utility expenditures, and provide any necessary budget forecasts for the upcoming fiscal year.
7. By responding to this bid, the Service Company accepts all equipment as is, (in a maintainable condition). No additional charges or bills will be accepted to upgrade equipment to the Service Company's definition of maintainable.

B. PREVENTIVE MAINTENANCE CALLS

1. Most scheduled preventive maintenance service under this agreement will be performed during the clients normal working hours defined as 6:00 am to 5:00 pm Monday through Friday.

NOTE: Airport working hours are 6:00 AM – 2:00 PM

2. Client will provide reasonable means of access to all equipment covered by this agreement. The successful bidder will coordinate with the facility's designated representative to ensure that facility's activities are not interrupted during the performing of preventive maintenance services.

C. SERVICE CALLS

All labor, overtime, parts, supplies, and any other expenses incurred and expended shall be provided by the Service Company at the provided rates for each of the following:

- Weekday hourly rate between 6:00 am and 5:00 pm
- Hourly emergency rate for hours not covered under preventive program and City observed Holidays.
- Price for materials used (based on user prices - wholesale) plus percentage (catalog to be supplied by bidder to the City when requested).

Prices are to be charged only for time, equipment & labor **on site** and shall include all travel time, trip charges, truck charges, trailer charges, fuel charges, shop charges, yard charges, set-up charges and staging time. The City will not pay for equipment or labor on site that is not used or for lunch hours.

NOTE: This contract may also cover repair and replacement projects costing under \$ 10,000.00. All work estimated to exceed this amount will be formally bid out by the City. The City reserves the right to request pricing from other mechanical service contractors, to informally bid out any work/project, or formally bid any work/project, of any size, or of any value, should it be deemed advantageous to the City.

D. EMERGENCY SERVICE

Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, emergency services will be provided 24 hours a day, including weekends and legal holidays, to minimize downtime and inconvenience.

- Service Company shall provide emergency service on an as needed basis and shall be capable of responding to an emergency situation, with a trained, certified, or licensed qualified person on site, within two (2) hours after notification of problem. Emergency service shall be available 24 hours a day, including weekends and holidays. The City of Augusta shall determine if the issue is an emergency, and shall state to the contractor that the issue is considered an emergency which will trigger the two (2) hour response time.

NOTE: If the Service Company cannot respond satisfactorily, within the two (2) hour time frame, to an emergency the City of Augusta will purchase the emergency services of another Contractor. The Service Company shall then, become responsible to, reimburse the City for the cost of services for that Contractor.

- Emergency service shall be considered as, calls above and beyond, the scheduled preventive maintenance calls.

E. PARTS AND COMPLETE REPLACEMENT

- All material furnished shall be of the highest quality and compatible with the type of equipment being serviced. Replacement parts shall meet the same specifications as the original item and shall, where practicable, be obtained from the original manufacturer of the equipment or shall be an exact equal replacement. And, with the exception of an emergency situation a written estimate including labor, travel, and material will be given to the City prior to consent of services, within five (5) working days of the initial visit.

NOTE: The City reserve the right to directly purchase any materials should it be deemed advantageous to the City.

F. MECHANICAL SYSTEM MAINTENANCE SERVICE

a) EQUIPMENT - INCLUDED

All heating, ventilating, air conditioning systems, and refrigeration to include but not limited to: boilers, burners, oil supply systems, gas supply systems, oil fired domestic water heaters, gas fired water heaters, electric heat pump water heaters, water heater storage systems, circulating pumps, circulating pump motors, exhaust fans, exhaust fan bearings and motors, heat exchangers, heat pumps, cabinet heaters, fan coil units, air handling units, air conditioning equipment, condensers, evaporators, heating coils, cooling coils, sidewalk snow/ice melting system, dampers, damper motors, air compressors, air dryers, pneumatic air systems (**see Attachments A, B, and C**), and all associated electrical components that serve all above listed equipment.

b) SERVICES - INCLUDED

The general services listed below shall apply to the systems and equipment described above, but shall not be limited to only these services listed.

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
2. Clean all components of dust, old lubricants, etc., to allow the equipment to function as designed.
3. Spot paint all equipment as needed to prevent and protect against corrosion and deterioration.
4. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear in accordance with manufacturers recommendations.
5. Adjust all linkages, motors, drives, etc., that have drifted from the optimal or their desired operating position or from their initial design settings and positions.
6. Replace and properly adjust all belts in belt driven equipment on an annual basis.
7. Repair or replace the device by the addition of replacement parts, should the above maintenance not be adequate.
8. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it operates to original design specifications.
9. Boilers and furnaces will be opened up and cleaned on an annual basis. All boiler and furnace cleanings shall be completed before November 30 of each year.

NOTE: Each cleaning not completed before November 30 will be subject to a daily monetary penalty of \$100.00 per day for up to 30 days. On the 30th day of an incomplete cleaning or cleanings the entire contract with the Service Company may be canceled for failure to complete.

10. All chilled water and cooling tower systems that require an annual shut down and start-up shall be shut down according to industry standards and per the manufacturer's recommendations. System shut downs shall be completed

before November 1 of each year and system start-up shall be completed no later than May 1 of each year.

11. The successful contractor shall conduct an annual glycol percentage test to determine the amount of glycol within systems to ensure adequate freeze protection.

NOTE: If the test indicates the need for glycol to be added to the system the contractor shall provide a cost associated for that service and materials to the respective entity.

12. All mechanical (DX) air conditioning systems shall be fully operational no later than May 1 of each year.

13. An efficiency test will be performed on all boiler and furnace systems each year. Efficiency test results shall be documented and provided to the City.

14. All condenser coils will be brush cleaned to ensure proper system operation. This includes the removal of any such debris accumulated by brush cleaning and by environmental conditions. Pressure washing cleaning of coils shall be completed if the annual maintenance plan identifies that the coils need to be cleaned. Service Company shall provide to the City a cost associated with Pressure washing cleaning. Pressure washing shall not be included as part of the annual PM Service.

15. All exhaust systems will be thoroughly cleaned. On belt driven units belt replacement shall be completed on an annual basis.

16. After system cleaning and efficiency testing a full report of system operations and conditions will be given to the City no later than December 30th of each year.

17. Complete an annual replacement program for all air filters in all equipment.

NOTE: Some equipment may be requested to have more than 1 annual filter replacement completed. All equipment that is requested to have more than 1 filter replacement will be noted as part of the Service Companies proposal.

18. All filters are required to be pleated and a minimum MERV 8, unless the equipment is not equipped to accept pleated filters.

19. In equipment that is not equipped to accept a pleated filter than the Service Company shall install the most efficient filter material available for the equipment. **NOTE:** The successful Service Company shall, if requested, provide to the City for review, a sample of the type of filter material that is being proposed for use.

c) SERVICES - NOT INCLUDED

1. Maintenance services, including repair labor and parts replacements for portions of the systems and equipment that are not-maintainable or non-moving are not included as part of RFP.
2. Excluded items are: foundations, structural supports, domestic water lines, drains, plumbing, boiler refractory, boiler shell and tubes, heat exchanger shells, insulation, air handling duct work, unit cabinets, and manual valves.
3. This RFP excludes work performed to building energy management systems and heating control systems at all listed facilities.

d) WARRANTY

1. The Service Company shall honor and extend to the City all manufacturers and material warranties if applicable. In addition to the manufacturer's warranty, the Service Company shall guarantee their work for a minimum of one (1) year.

SECTION A

1) City Center	16 Cony Street	(twice annual)
2) Augusta Police Department	33 Union Street	(twice annual) (quarterly filter change)
3) Buker Community Center	22 Armory Street	(twice annual)
4) Lithgow Library	45 Winthrop Street	(twice annual)
5) Hartford Fire Station	369 Water Street	(twice annual)
6) D.P. Wells Fire Station	110 Bangor Street	(annual)
7) Western Avenue Fire Station	182 Western Avenue	(annual)
8) Hospital Street Fire Station	40 Hospital Street	(annual)
9) North Station # 3	105 Anthony Avenue	(twice annual)
10)Blueberry Hill tower	Westview Street	(twice annual)
11)Bolton Hill tower	Conservation Drive	(twice annual)
12)Augusta State Airport	75 Airport Road	(annual servicing)
13)Augusta Civic Center	76 Community Drive	(twice annual serv)
14)Augusta Public Works	55 North Street	(annual servicing)
15)Parks building (tan bldg.)	55 North Street	(annual servicing)
16)Parks building (cement bldg.)	55 North Street	(annual servicing)

SECTION B

1) Farrington School	249 Eastern Avenue	(annual servicing)
2) Cony High School/CATC	60 Pierce Drive	(twice annual serv)
3) Lillian Parks Hussey School	12 Gedney Street	(annual servicing)
4) Lincoln School	30 Lincoln Street	(annual servicing)
5) Gilbert School	1 Sunset Avenue	(annual servicing)

Note: There will be one (1) contract agreement that will include both sections A, and B. The contract agreement shall be based on the proposal/bid totals listed on pages 23 and 24 of this document. There shall be separate invoicing, as listed below, for all repair/service work, and for quarterly invoicing for the preventive maintenance work. All invoices shall list the location in which the services are conducted.

Building Security

Due to the secure nature of some of the sites, associated with this contract, all personnel of the selected service company that will be servicing the City account must be fingerprinted and have a security back ground check completed. The finger printing and security back ground check, will be conducted by the City of Augusta Police Department and will be at no cost to the service company. The Service Company shall not invoice the City for the staff time for the finger printing and background check. All staff of the selected Service Company found to be in-eligible to enter the secure facilities will be not be allowed to enter any city facility, associated with this contract.

Invoicing

Invoicing for **Section A 1 – 14** shall be sent to:

City of Augusta
Attn: Audit Department
16 Cony Street
Augusta, Maine 04330

NOTE: The City of Augusta has the ability to process invoices via credit card.

Invoicing for **Section B, 1-5** shall be sent to:

Augusta School Department
40 Pierce Drive
Augusta, Maine 04330

**MAINTENANCE SERVICES
PROPOSED RATES**

The Service Company shall complete repair work, considered outside of the preventive maintenance scope of work, at the quoted hourly rates. (For the purpose of this bid “Regular time” shall be Monday through Friday, 6:00 am to 5:00 pm. All other time, including holidays, shall be considered as the “overtime rate”).

July 1, 2019 – June 30, 2020

Regular time per hour: \$ _____

Overtime per hour: \$ _____

Percentage over cost of materials: _____ %

July 1, 2020 – June 30, 2021

Regular time per hour: \$ _____

Overtime per hour: \$ _____

Percentage over cost of materials: _____ %

July 1, 2021 – June 30, 2022

Regular time per hour: \$ _____

Overtime per hour: \$ _____

Percentage over cost of materials: _____ %

July 1, 2022 – June 30, 2023

Regular time per hour: \$ _____

Overtime per hour: \$ _____

Percentage over cost of materials: _____ %

July 1, 2023 – June 30, 2024

Regular time per hour: \$ _____

Overtime per hour: \$ _____

Percentage over cost of materials: _____ %

PROPOSAL/BID FORM

The **UNDERSIGNED** having examined the job sites, hereby proposes to perform the work, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the City, in accordance with the attached Invitation to Bid, General Specifications and Work Specifications, and at the following price, and guarantee:

“HVAC Preventive Maintenance”

<u>SECTION A</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>	<u>FY22/23</u>	<u>FY23/24</u>
Augusta City Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Augusta Police Department	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Buker Community Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lithgow Library	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hartford Fire Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
DP Wells Fire Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Western Avenue Fire Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hospital street Fire Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
North Station # 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Blueberry Hill Tower	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bolton Hill Tower	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Augusta State Airport	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Augusta Civic Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Augusta Public Works	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Parks & Recreation (cement)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Parks & Recreation (tan bldg.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL (Section A)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>SECTION B</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>FY21/22</u>	<u>FY22/23</u>	<u>FY23/24</u>
Farrington School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cony/CATC	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hussey School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lincoln School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Gilbert School	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL (Section B)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

NOTE: The City of Augusta reserves the right to accept any or all of the above items, or any combination of the items.

Service Company:

(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing Address: _____

Zip Code: _____ Date _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

CITY OF AUGUSTA

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between the CITY OF AUGUSTA, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "CITY"), and _____ (hereinafter "SERVICE COMPANY"), located in _____, _____.

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the SERVICE COMPANY agree as follows:

SPECIFICATIONS:

1. The Service Company shall furnish all of the material and perform all of the work as per the mandatory site visit and described in the specifications entitled: "**HVAC Systems Preventive Maintenance and Service**" and "Service Companies" proposal dated _____ which are attached hereto and made a part hereof, and the "SERVICE COMPANY" covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Specifications, and the Drawings in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall commence on July 1, 2019 and shall be continuous until June 30, 2024.

CONTRACT PRICE:

3. The CITY shall pay the SERVICE COMPANY for the performance of the Agreement the sum of \$ _____ based on the total of the accepted prices listed on page 23 and page 24. The Service Company shall, separately, invoice the City of Augusta, and the Augusta School Department, on a quarterly basis for the preventive maintenance contract. All service work shall be invoiced per service call to the respective entity.

PERFORMANCE BOND:

4. There will be no performance bond required.

GUARANTEE:

5. The SERVICE COMPANY shall guarantee their work against any defects in workmanship and defects in materials.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the SERVICE COMPANY.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the SERVICE COMPANY should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workforce or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the SERVICE COMPANY, and their surety, seven (7) days written notice, terminate the employment of the SERVICE COMPANY and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the SERVICE COMPANY shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the SERVICE COMPANY. If such expense shall exceed such unpaid balance, the SERVICE COMPANY shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The SERVICE COMPANY shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and, such insurance has been approved by the CITY, nor shall the SERVICE COMPANY allow any sub-contractor to commence work on their sub-contract until all similar insurance required of sub-contractor has been so obtained and approved.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The SERVICE COMPANY shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the SERVICE COMPANY, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) Workers' Compensation Insurance

The SERVICE COMPANY shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) Professional Liability

If the SERVICE COMPANY is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) Certificates of Insurance

The types of insurance and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the SERVICE COMPANY, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the SERVICE COMPANY. The SERVICE COMPANY shall assume the obligation and responsibility to confirm insurance

coverage for all sub-contractors or lower tier contractors who will participate in the project.

(f) Notice of Cancellation

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) Additional Insured

It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) Hold Harmless

The SERVICE COMPANY and their surety shall indemnify and save harmless the CITY, their officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said SERVICE COMPANY; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said SERVICE COMPANY; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said SERVICE COMPANY under and by virtue of their contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, their surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

(i) Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the SERVICE COMPANY, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the SERVICE COMPANY, any sub-contractors or lower tier contractors.

(j) Construction Agreement

The SERVICE COMPANY shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money

to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the SERVICE COMPANY, their employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the SERVICE COMPANY responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the SERVICE COMPANY, which the City may be required to pay. In the event the liability of the SERVICE COMPANY shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the SERVICE COMPANY shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The SERVICE COMPANY shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance of this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the SERVICE COMPANY, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the SERVICE COMPANY may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the SERVICE COMPANY shall refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the SERVICE COMPANY assign any monies due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The SERVICE COMPANY shall not sublet any part of this Agreement without the written permission of the CITY. The SERVICE COMPANY agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The SERVICE COMPANY shall confine its apparatus; the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the SERVICE COMPANY, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The SERVICE COMPANY shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the SERVICE COMPANY.

PAYMENTS:

15. The CITY shall make payments on account of the Agreement as follows:

Quarterly invoicing for preventive maintenance

1st quarter - July – September

2nd quarter - October – December

3rd quarter - January – March

4th quarter - April – June

Service invoices shall be paid upon satisfactory completion of the service work and upon receipt of an invoice.

