



**TOWN OF SCARBOROUGH  
259 US Route One  
Scarborough, ME 04070-0360**

**Request for Proposal  
RFP 112016**

Date of Issue: November 20, 2015

Title and Purpose of RFP

Maintenance Services for 150kW Natural-Gas Tri-Generation Energy Facility

**Important Notice:** If you received this solicitation from the Town of Scarborough's web site, you must register with the Purchasing Agent to receive subsequent amendments.

**Thomas Hall  
Town Manager**

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# **SECTION ONE INTRODUCTION AND BACKGROUND**

## **1.01 Purpose of the RFP**

The Town of Scarborough is soliciting proposals to complete maintenance services and technical support to support of operation of a 150kW natural gas fired engine/generator with exhaust heat recovery at Scarborough Town Hall. This RFP is specifically focused on the maintenance of the entire Cogeneration Package within the Kraft Power scope of supply with includes, but is not limited to, the MAN E2876E302 312 natural gas engine, Marathon 431RSL4007 electrical generator, exhaust and jacket heat recovery equipment, Yasaki WFC-SC50 single stage 50 ton absorption chiller, associated mechanical, electrical, and control components and appurtenances, and package enclosures.

## **1.02 Background Information**

In November 2015 the Town of Scarborough commissioned a 150Kw natural gas fired engine/generator with heat recovery and absorption chillers under a design/build contract with Self-Gen, Inc. The Tri-Generation Energy Facility provides for on-site electricity, heating and cooling for the energy needs of Scarborough Town Hall and is sized to accommodate much of the energy needs of a future Public Safety building to be located adjacent to Town Hall. The Town has retained Woodward & Curran as Owner's Representation during design and construction and intends to retain them as technical advisors going forward.

The Tri-generation equipment is anticipated to operate 8,500 hours or more annually. The equipment is located outdoors and in packaged enclosures for protection from the elements.

## SECTION TWO INSTRUCTIONS TO BIDDERS

### 2.01 Return Mailing Address, Contact Information, & Deadline for RFP

***\*\*This is not a public bid opening\*\****

Bidders must submit three (3) copies of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: ***Town of Scarborough, Purchasing Agent***  
Request for Proposal (RFP) Number: **112016**  
**Maintenance Services for Tri-Generation Energy Facility**  
**259 US Route One**  
**P. O. Box 360**  
**Scarborough, ME, 04070-0360**

Proposals must be received no later than **1:00 PM., EDT on December 18, 2015**. Faxed and/or emailed proposals are not acceptable.

A Bidders failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Contact info:

***Kim Massa, Purchasing Specialist***  
EMAIL - [kmassa@ci.scarborough.me.us](mailto:kmassa@ci.scarborough.me.us)  
PHONE **207-730-4083** - FAX **207-730-4088**

**The Preferred method of contact is via email.**

### 2.02 Budget

The Town has appropriated the funds to cover the cost of this service in the municipal operating budget.

### 2.03 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent at least five (5) days before the proposal deadline. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of bidder's proposals upon which award could not be made.

### 2.04 Questions Received Prior to Opening of Proposals

All questions must be in writing prior to **1:00 PM., EDT on December 11, 2015** and directed to Kim Massa, see Section 2.01 above for contact information. Two types of questions generally arise; (1) may be answered by directing the questioner to a specific section of the RFP; and (2) such questions that are more complex and

require a written amendment to the RFP. The Town Manager and his technical advisors will make such determinations.

## **2.05 Amendments**

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

## **2.06 Alternate Proposals**

Bidders may submit one alternate proposal in addition to their primary proposal for evaluation.

## **2.07 Town Not Responsible for Preparation Costs**

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## **2.08 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the bidder requests, in writing, that the Purchasing Agent does so, and if the Purchasing Agent agrees, in writing, to do so. Material considered confidential by the bidder must be clearly identified and the bidder must include a brief statement that sets out the reasons for confidentiality.

## **2.09 Bidder's Certification**

By signature on the proposal, bidders certify that they comply with:

- (a) All applicable Federal, State and local laws, ordinances, rules and regulations;
- (b) All terms and conditions set out in this RFP;
- (c) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) That the offers will remain open and valid for at least 90 days; and

If any bidder fails to comply with [a] through [d] of this paragraph, the Town reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

## **2.10 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the town) and, if so, the nature of that conflict. The Town Manager or his designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the bidder. The Town Manager's determination regarding any questions of conflict of interest shall be final.

## 2.11 Solicitation Advertising

Public notice has been provided in accordance with the Town Purchasing Ordinance.

## 2.12 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Purchasing Agent.

## 2.13 Dispute Resolution

Any controversy or claim arising out of or related to this Proposal and subsequent Contract that cannot be resolved between town and bidder shall be submitted to the Superior Court of Cumberland County, Maine.

## 2.14 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## 2.15 Authorized Signature

All proposals must be signed by an individual authorized to bind the bidder to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the deadline for submittals date.

## 2.16 Site Inspection

The town may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its proposal rejected, to provide the town reasonable access to relevant portions of its facilities.

## 2.17 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Town's request.

## 2.18 Supplemental Terms and Conditions

Proposals must comply with Section **6.03 Right of Rejection**. However, if the Town fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP, or that diminishes the Town's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) If the Town's rights would be diminished as a result of application of a supplemental term or condition

included in the proposal, the supplemental term or condition will be considered null and void.

## 2.19 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Agent, or designee, are permitted with a bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Purchasing Agent may be adjusted as a result of a clarification under this section.

## 2.20 Discussions with Bidders

The Town may conduct discussions with bidders. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Agent. Discussions will only be held with bidders who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Agent. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Agent may set a time for best and final proposal submissions from those bidders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a bidder does not submit a best and final proposal or a notice of withdrawal, the bidder's immediate previous proposal is considered the bidder's best and final proposal.

## 2.21 Prior Experience

The bidder must demonstrate that they have a trained work force and a minimum of five years of experience in maintaining similar tri-generation energy facilities.

## 2.22 Federal Tax ID

A valid Federal Tax ID, *if applicable* must be submitted to the Town if so requested.

## 2.23 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to the Town of Scarborough.

## 2.24 Indemnification/Insurance Requirements

**INDEMNIFICATION:** The contractor shall indemnify, hold harmless, and defend the Town of Scarborough from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.



**INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Town prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

**Proof of insurance is required for the following:**

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Town within five (5) days following notification of the Bid Award.

**WORKERS COMPENSATION:**

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

**LIABILITY INSURANCE:**

The Contractor shall carry and maintain insurance as specified below and in such form as shall protect the Town and their employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- (a) For liability, for bodily injury, including accidental death \$2,000,000 on account of one occurrence and \$2,000,000 aggregate limit.
- (b) For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
- (c) All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

**AUTOMOTIVE LIABILITY INSURANCE:**

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence. Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

**ERRORS OR OMISSION INSURANCE:**

Errors or Omission Insurance with a minimum limit of liability in the amount of \$2,000,000 for each occurrence. Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

## **2.25 Contract Negotiation**

After final evaluation, the Purchasing Agent, or designees, may negotiate with any bidder whose proposal is in the best interest of the Town. Negotiations, if held, shall be within the scope of the request for proposals. If the highest-ranked bidder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Town may terminate negotiations and negotiate with the bidder of the next highest-ranked proposal.

Contract negotiations will take place in Scarborough, Maine; therefore the bidder will be responsible for their travel and per diem expenses.

## **2.26 Failure to Negotiate**

If the selected bidder

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the bidder and the Town, after a good faith effort, simply cannot come to terms,

The Town may terminate negotiations with the bidder initially selected and commence negotiations with the next highest ranked bidder.

## **2.27 Notice of Intent to Award — Bidder Notification of Selection**

After the completion of contract negotiation the Purchasing Agent will issue a written Notice of Intent to Award and send copies to all bidders. This will set out the names of all bidders and identify the proposal selected for award.

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Approval**

This RFP does not, by itself, obligate the Town of Scarborough. The Town's obligation will commence when the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the contractor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date agreed upon.

### **3.02 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into any resulting contract.

### **3.03 Additional Terms and Conditions**

The Town reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.04 Insurance Requirements**

Insurance requirements are contained in section 2.24. Objections to any of the requirements in section 2.24 must be set out in the Bidder's proposal.

### **3.05 Contract Funding**

Payment for the contract is subject to funds already appropriated and identified.

### **3.06 Proposed Payment Procedures**

The Town agrees to pay the contractual price for services rendered on a monthly basis upon receipt of an invoice and the required reconciliation reports. Payment terms are NET 30 Days from the invoice date. Bidders should take into account any discounts and time allowances in accordance with the above policy. Bidders should also provide an invoice that is exclusive of all federal, state, and local taxes.

### **3.07 Termination for Default**

If the Town Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Town may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

## **SECTION FOUR SPECIFICATIONS AND PROPOSAL REQUIREMENTS**

### **4.01 Bidder's Qualifications**

The bidder must furnish satisfactory proof to the Town that they have adequate facilities, equipment, financial resources, and a trained and capable work force to provide the services requested. Bidders must further establish their experience in the industry by supplying a list of clients and professional references along with their contact information.

### **4.02 Proposal Details**

Bidder's proposal must include detailed information on how they propose to address the various items listed below including sufficient detailed documentation, sample reports, certifications, etc. to properly evaluate the proposal.

#### **A. Term**

This submitted agreement shall include a date identifying the commencement of services, referred to as the "Effective Date". Once effective, this Agreement shall remain in force for the duration of 60 months.

#### **B. Procedural Items**

The bidder and Town shall schedule service events at times that are mutually convenient. The bidder shall perform work at the Town site in adherence to:

- The bidder shall prepare a full report of maintenance activities, repairs and observations of equipment operation after each site visit. The report shall be provided to the Town within seven (7) calendar days of the date of each visit
- The bidder shall schedule routine maintenance with the Town no less than 48 hours in advance
- The bidder shall notify the Town that the technician is en route
- The bidder's technician shall check in with the Town's identified facility director upon arrival to the site
- The bidder shall develop and utilize a lock out/tag out procedure when equipment is serviced. The bidder shall notify the Town that equipment is required to be left "offline" in advance of removal of service
- The bidder shall maintain the tri-generation site in a clean, neat condition during and after the completion of any services provided pursuant to the final agreement
- The Town shall provide the equipment site as clean and safe with suitable access to the Tri-generation equipment including the removal of snow and ice from the area and access point
- The Town shall provide the bidder a reasonably secured storage space for the storage of service supplies

#### **C. Services Provided**

The bidder is to perform all scheduled maintenance services of the engine generator including all parts and labor over the term of this Agreement for the Equipment. The bidder shall perform all routine scheduled maintenance at its sole cost and expense, including all labor, material, and other supplies necessary to perform such maintenance and repairs either with its own employees or subcontractors. In all instances, however, the bidder shall be solely responsible for the quality of the work performed by such subcontractors. The Tri-Generation equipment has an Express Limited Warranty included from Kraft Power Corporation as part of the equipment purchase and installation. The Express Limited Warranty is provided as an attachment to this RFP. The bidder shall provide a letter of understanding stating they have read, fully understand the conditions of the warranty, and will not act, or provide services, which void the warranty.

The bidder will perform scheduled services in accordance with the manufacturer's recommendations as set forth in the service items checklists in Table 4-1 through Table 4-3 and incorporated herein by reference. Services and service intervals may be modified based on the results of inspection and operating condition of the Equipment at the time of scheduled service.

Unscheduled service, including maintenance, repair or replacement of items not listed, shall be invoiced on a time and material basis. The bidder shall provide the proposed billing details and associated rate table indicating the time of day and day of week (when applicable) for the following:

- Straight Time
- Overtime
- Double-time
- Mileage
- Holiday Rate (include list of observed Holidays)

The Town agrees to provide reasonable assistance where practical (i.e. use of forklift and other various equipment if available) to move materials used to perform maintenance and overhaul services.

The bidder shall provide a list of excluded services, clearly itemized and described, in in the proposal. The Town understands the bidder shall exclude the following services from this maintenance agreement:

- (a) the cost of meeting ongoing emissions requirements (including annual testing, if required, or other ongoing emission compliance measures)
- (b) the cost of protective relay testing or other ongoing utility compliance measures, if required, and
- (c) the cost of rigging engines, generators and for other large components.

**Table 4-1: Man E2842 E 312 Maintenance Schedule Checklist**

1800 RPM Maintenance Description	beginning after start-up, R1,				
	E1	each E2	each E3	each R1	R2
Maintenance Interval	E1	E2	E3	R1	R2
Interval (in operating hours)	20-50	800	1,600	20,000	40,000
Leakage test	x	x			
Check bolt connections	x	x			
Change engine oil / oil analysis <sup>1,2</sup>	x	x			
Change oil filter	x	x			
Record operating data	x	x			
Adjust spark plugs		x			
Check start procedure	x	x			
Measure suction pressure		x			
Adjust valve clearance		x			
Change spark plugs			x		
Measure compression pressure			x		
Check/Adjust throttle valve	x		x		
Check/Clean gas filter	x		x		
Check/Clean air filter	x		x		
Check/Clean pick-up sensor	x		x		
Check coolant concentration	x		x		
Check/Change oil separator			x		
Check ignition timing	x		x		
Check coolant syst/syst pressure	x		x		
Measure crankcase pressure	x		x		
Measure exhaust gas pressure	x		x		
Check air/fuel ratio and emissions	x		x		
Check/Calibrate sensors			x		
Replace coolant				x	
Measure crankshaft axial clearance				x	
Replace liners				x	
Measure connecting rods				x	
Replace pistons rings				x	
Replace cylinder heads				x	
Replace pistons					x
Replace crankshaft bearings					x
Measure camshaft					x
Measure crankshaft					x

Notes

- 1) The individual oil change interval has to be identified by regular oil analysis depending on the operating conditions and the oil typed used according to MAN-Norm M 3271-2
- 2) Oil analysis has to start at first 600 operating hours. The overhaul intervals R1 and R2 are estimated

**Table 4-2: Marathon 431RSL4007 Maintenance Schedule Checklist**

60 Hz Maintenance Description	each	each	each	each
Maintenance Interval	G1	G2	G3	G4
Interval (in operating hours)	20-50	750	4,600	20,000
Check and clean air Intake and Exhaust	x			
Inspect Electrical Connections and Windings		x		
Thermal Inspection Electrical connections and Windings			x	
Bearing Lubrication			x	
Clean and Regrease Reservoir				x

**Table 4-3: Yasaki Maintenance Schedule Checklist**

Maintenance Description	each	each
Maintenance Interval	G1	G2
	6-months	5-years
Vacuum Purge Hydrogen	x	
Chemistry Balance		x

**D. Training & Certifications**

The bidder shall provide proof, in the form of certification, that indicate their service technicians are adequately trained to perform the scheduled, and potentially unscheduled, maintenance on the entirety of the Kraft Power Tri-generation package.

**E. Experience & References**

- 1.E.1 List of co-generation projects your firm has provided service agreements within the last five years.
- 1.E.2 How many of your service technicians are trained to perform the list of schedule maintenance?
- 1.E.3 Provide an estimated time to respond to an emergency event.
- 1.E.4 Please provide a list of clients and professional references with contact information.

## **SECTION FIVE PROPOSAL FORMAT AND AWARD**

### **5.01 Proposal Format and Content**

The Proposal is to furnish the Town of Scarborough with complete maintenance services and technical support the operation of a 150kW natural gas fired engine/generator with heat recovery and absorption chillers at Scarborough Town Hall. The Town discourages overly lengthy and costly proposals, however, in order to evaluate proposals fairly and completely, bidders must follow the format set out in this RFP and provide all information requested.

Proposals must include the complete name and address of bidder's firm and the name, mailing address, e-mail address, and telephone number of the person the Town should contact regarding the proposal. Proposals must

confirm that the bidder will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A bidder's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

## 5.02 Submission Requirements

As a **minimum requirement**, each Bidder shall submit three copies of the bid package with their bid including the following information:

- (a) Detailed response to all items and required documentation as listed in Section 4.02.
- (b) A signed copy of the completed **Official Bid Form** - Appendix A.

## 5.03 Requirements for Non-Collusive Bidding Certification

- (a) No bid will be considered, nor will any award be made, to any bidder who has not certified under penalties of perjury to the statement of non-collusion contained in the bidder's bid. If in any case the bidder cannot make such certification they shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore.
- (b) If such non-collusion bidding certification has not been made by the bidder, the bid shall not be considered for award, nor shall any award be made, unless purchaser determines that disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder: has published price lists, rates, or tariffs covering the item being procured, or has informed prospective customers of proposed or impending publication of new or revised price list of such items, or has sold the same items to other customers at the same prices being bid, does not constitute disclosure, without more of a disclosure within the meaning of the certification of non-collusion. Any bid containing a corporate bidder's certification to the statement of non-collusion shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification of non-collusion as the act and deed of the corporation.

# SECTION SIX

## EVALUATION CRITERIA AND VENDOR SELECTION

### 6.01 Evaluation Criteria

Proposals will be evaluated based on a completed Official Bid Form (Appendix A) and detailed responses to Section 4.02. The following items will be used as the basic evaluation criteria:

- (a) Cost of the proposal
- (b) Services provided
- (c) Training and certifications
- (d) Experience and references

Supplemental information will be accepted if it will assist the Town in evaluation of the proposal. The Town reserves the right to consider other information and factors in the final decision.



## 6.02 Evaluation of Proposals

The Town will evaluate the proposals based on the evaluation factors set out in Section 6 of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## 6.03 Right of Rejection

The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, to waive any minor discrepancies or technicalities, to further negotiate with any bidder.

Bidders must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities that may be waived by the Town Manager:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

## 6.04 Bid Award

Within fourteen days following the awarding of the bid, the successful bidder shall send a manager of the firm to Scarborough to confer with the Town's representatives on all details of the contract, to assure that both parties to the contract are in complete agreement on all aspects.

## 6.05 Negotiation of Contract

As a product of this RFP process, once a vendor is selected by the Town, it is anticipated that a contract between the Town and the successful bidder will be negotiated. The contract shall include the following provisions:

- (a) The Town of Scarborough is interested in entering into an initial three (3) year contract, with the option for two (2) one-year renewals.
- (b) The contract shall include a termination clause executable by either party after providing at least 30 days written notice to the other party.



**Vendor list for Tri-Generation Energy Facility Maintenance Services**  
**RFP #112016**  
**November 2015**

Kraft Power Corporation  
Michael Kelleher, [mkellerher@kraftpower.com](mailto:mkellerher@kraftpower.com)  
Service Manager  
199 Wildwood Avenue  
Woburn, MA 01888

Co-Energy America  
Rob McMenimon, [rhmc@coenergyamerica.com](mailto:rhmc@coenergyamerica.com)  
156 Milford Street  
Upton, MA 01568

Milton CAT  
Bill Tally, [Bill\\_Tally@miltoncat.com](mailto:Bill_Tally@miltoncat.com)  
Sales Manager – New England  
16 Pleasant Hill Rd  
Scarborough, ME 04074

Re-Gen  
Fred Campbell, [fcampbell@re-gen.com](mailto:fcampbell@re-gen.com)  
Chief Operating and Technical Officer  
247 Commercial St  
Rockport, ME 04856

\*\* Plus open posting on the town's web-site