

REQUEST FOR BID (RFB)

Administered
CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04240

Commercial Boiler and HVAC upgrades

Date: May 1, 2026
Bid Due On: **May 18 at 1:00 P.M.**

Inquiries and bids can be sent to:

Inquiries: Raymond Jacques
Central Maine Community College
Facilities Daily Operations Supervisor
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5258
E-Mail: rjacques@mainecc.edu

Bid Submission: Maureen Aube
Dean of Finance and General Services
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone 207 755-5235 (office)
E-Mail: maube@mainecc.edu

1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College is seeking bids for excavation and **Commercial Boiler and HVAC upgrades**

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The selected contractor will supply the materials as listed on pages 6 as specified in the attached document. **On-site visit is required to verify existing conditions for bid to qualify. Please connect with the Facilities team at the College for a walkthrough of the spaces.**
- 1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to quality, service, delivery, lead time, ability to meet specifications, and references.
- 1.5 Communication with the College: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- 1.6 Award: The College reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. The College reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** in Central Maine Community College's Business Office.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to Central Maine Community College's Dean of Finance and General Services within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.
- 1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College's Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the College in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Dean of Finance and General Service's Office in sealed envelopes, clearly marked as: Protest **Commercial Boiler and HVAC upgrades.**
- 1.12 Bid Validity: N/A

- 1.13 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.
- 1.14 Bid Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____ Commercial Boiler and HVAC upgrades
 Name Due Date Time Title

- 1.15 Submission: A signed original **plus** one (1) copy of the bid must be received at the Business Office, Central Maine Community College, 1250 Turner Street, Auburn, Maine 04210, in a sealed envelope by **Monday May 18, 2026**. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 1:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the College on time to be considered. In the event that the College is closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the College is open. Bidders may wish to call 207-755-5100 if the weather is bad, to learn if the College is closed. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all vendors when the College determines that circumstances require it. **BIDS MAY BE SUBMITTED BY MAIL OR ELECTRONICALLY TO MAUBE@MAINECC.EDU**.
- 1.16 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes**. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses Taxes.

2.0 CONTRACT TERMS AND CONDITIONS:

- 2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.3 Contract Administration: Ray Jacques, Facilities Daily Operations Supervisor shall be the College's authorized representative in all matters pertaining to the administration of this contract, (207) 755-5258.
- 2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.
- 2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.
- 2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.

- 2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from Human Resources, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5396.
- 2.8 Smoking Policy: Central Maine Community College must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.
- 2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the College campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by City of Auburn police. Towing will be at the Contractor's expense.
- 2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

RFB – Commercial boiler and HVAC upgrades at CMCC

Overall Project scope - The proposed scope is to replace and upgrade three different mechanical systems on the campus of Central Maine Community College, two in Kirk Hall and one in Culinary Arts.

Kirk Hall scope #1 – Boiler room upgrade

- *Remove the existing dual fuel sectional boiler with associated piping and controls.
- *Remove the existing in-direct hot water tank
- *Remove the existing building circulation pumps
- *Remove used portion of concrete riser under the boiler.
- *Install two new Viessmann Vitocrossal 200 CI2-1500 model condensing boilers in place of the HB Smith sectional boiler.
- *Install a new in-direct Viessmann Vitocell 300 dual coil stainless steel tank with associated pump and piping in place of the current indirect tank.
- *Install two new building circulation pumps of equal quality and size as the existing pumps.

The intent in scope #1 is to replace the 35-year-old major mechanical components within the boiler room to increase the efficiency and serviceability of the building, thereby bringing the system back to “like new” status. Items such as expansion tanks, mixing valves, etc., should also be included. Some piping and insulation may need to be replaced. This does not apply to items in the rest of the building. We are looking to upgrade parts and equipment pertaining to the heat plant only. This also provides redundancy in the heat source for the building if and when a boiler failure occurs.

Kirk Hall scope #2 - Cooling added to gymnasium.

- *Convert the existing 18,000 cfm HV unit to HVAC. The existing Trane modular unit is only capable of heating and ventilation. We are looking for a solution to be able to add mechanical cooling to the system. Options might include adding a cooling module and a condensing unit, changing out the entire air handler, etc.

Culinary Arts scope #3 – Boiler room upgrade

- *Remove existing sectional boiler
- *Remove obsolete tanks, piping, valves, etc.
- *Install two new Viessmann Vitocrossal 200 CI2-750 boilers
- *Install new system expansion tank and related valves, regulators, etc.

The intent of this scope is to replace the original 40-year-old sectional boiler in the building with 2 smaller, HE boilers. This will provide redundancy and efficiency savings. Piping within the boiler room will need to be replaced and insulated. A solution for DHW will also need to be addressed. There is currently a Rinnai wall mount unit however capacity can sometimes be an issue. The original DHW system has not worked for years. The new boiler system should operate with an outdoor temperature reset. Ideally it will also control the circulation pump contactors for the building. They currently run off an aqua-stat.

General Notes:

- All work should be completed in accordance with all local codes and performed with professional workmanship.
- Boiler work is to be substantially completed over the College’s summer break. All heating systems need to be completed prior to needing heat.
- Any DHW downtime will need to be coordinated with the College.
- Please include descriptions of the proposed work to be performed and the major equipment components with the submission of the bid.
- Please include estimated timelines for the completion of each project.

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- Please include estimated timelines for the completion of each project.

Bid Submittal Sheet

*An on-site visit is required to verify existing conditions for bid to qualify. Please connect with the Facilities team at the College for a walkthrough of the spaces.

*Please include the major equipment proposed as well as a brief description of the work to be performed, for each of the scopes, with your bid submission.

*Estimated installation timeline Scope #1: _____

*Estimated installation timeline Scope #2: _____

*Estimated installation timeline Scope #3: _____

The College may opt to complete any or all of the scopes listed. You do not need to bid on all three scopes if you are unable to complete them all.

*Bid price for Scope #1 (Kirk Hall boiler) \$ _____

*Bid price for Scope #2 (Kirk Hall AHU) \$ _____

*Bid price for Scope #3 (Culinary boiler) \$ _____

Total package price if multiple scopes are chosen and a discount applies.

\$ _____

Company name: _____

Authorized official: _____

(Printed)

Signature: _____

Date: _____

*Please include contact details with your bid submission as well as the information requested above.