

**SOUTH PORTLAND SCHOOL DISTRICT**

Sealed bids for a 5 year, annually renewable contract with the South Portland School District for Kitchen Equipment Maintenance as specified below under work specifications, will be received by the City Purchasing Agent, City Hall, 25 Cottage Road, South Portland, Maine until 1:00 P.M., Tuesday May 2nd, 2017, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be accepted.

Requested bid information shall be submitted on this form in sealed envelopes, plainly marked "Bid #27-17 South Portland School District Kitchen Equipment Maintenance Contract" and shall be addressed to the purchasing agent at the above address. Questions regarding the work or specifications may be directed to Russ Brigham, Director of Buildings and Grounds, at (207) 871-0555.

The SCHOOL 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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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.

At the time of the opening of bids, each bidder will be presumed to have inspected the site, the equipment, and to have read and to be thoroughly familiar with the Plans 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 his bid.

The Contractor shall make his proposal from his own examinations and estimates, and shall not hold the SCHOOL, its agents, employees or independent engineer or his agents, hired by the SCHOOL, 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 his knowledge, he should report it at once to the SCHOOL.

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 for the bid price.

SITE VISIT

Before submitting proposals, bidders are required to visit the job sites for the purpose of familiarizing themselves with all existing conditions, equipment, access, and take their own measurements, etc. Failure to visit the job site may be grounds for rejection by the SCHOOL of a submitted bid. Site visit is scheduled for April 18th, 2017 at 7AM to Noon. Please meet at the Skillin Elementary, 180 Wescott Rd., South Portland, ME. 04106. Meet at the main entrance on the South side of the building. After Skillin we will review the remainder of the 8 schools going across town which includes: Memorial Middle School, Dyer Elementary, Brown Elementary, Small Elementary, Mahoney Middle and end up with Kaler Elementary school.

QUALIFICATION OF BIDDERS

The SCHOOL 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 SCHOOL all such information and data for this purpose as the SCHOOL may request. The SCHOOL reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the SCHOOL 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 SCHOOL may require pre-qualification data from bidders unknown to it.

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 in the best interest of the SCHOOL to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The SCHOOL, 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 SCHOOL. The SCHOOL 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

**SOUTH PORTLAND SCHOOL DISTRICT**

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 SCHOOL at its discretion.

AGREEMENT/CONTRACT

The successful bidder will be required to sign a standard SCHOOL contract. See attached Agreement.

INSURANCE

The successful bidder shall agree to save the SCHOOL harmless from all losses, costs or damages caused by his acts or those of his 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 SCHOOL from all such claims, and Worker's Compensation Insurance. The SCHOOL 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 his 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, tools, 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.

GUARANTEE OF LABOR, MATERIALS AND EQUIPMENT

Bidder must guarantee to replace or repair at no cost or expense to the SCHOOL, all work, materials and fixtures that prove to be defective (after equipment review) at any time during the period of one year from the date of completion of work done under this bid.

PROTECTION AND RESTORATION OF PROPERTY

All waste material shall be removed from the site and area left clean upon completion of any and all work done on any of the South Portland School premises. Any equipment or building structure damaged by successful bidder shall be brought to the attention of Russ Brigham and be repaired or replaced to the satisfaction of the Russ Brigham.

STATUTORY REQUIREMENTS IN GENERAL

All work to be furnished to the SCHOOL shall be performed with equipment, tools, 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.

It is the custom of the SCHOOL of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of invoices for all items covered by the purchase order. In submitting bids under the 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 SCHOOL of South Portland, Maine 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 SCHOOL's purchasing ordinance.

Colleen C. Selberg, Purchasing Agent



SOUTH PORTLAND SCHOOL DISTRICT

WORK SPECIFICATIONS

SCOPE: Most of the South Portland School District (SPSD) buildings have been renovated within the past decade. Much of the kitchen equipment now installed will require preventative maintenance. The Successful contractor will be considered for additional annually renewable contract up to June 30th, 2022. The contract year begins on July 1st and end on June 30th.

During the contract period, equipment that is out of warranty and will require repair maintenance shall be done using the bid hourly rates for labor and cost plus rates for parts material & testing.

Kitchen equipment includes all mechanical & electrical equipment that is used to prepare, serve, clean and store food. Examples are: Ovens, Combi Ovens, Coolers, Freezers, Toasters, Vent hoods, Dishwashers, Slicers, etc. as shown in the attached equipment list.

The Preventative Maintenance (PM) work will include controls. The PM work will consist of all tasks recommended by the equipment manufacturer for the period recommended by the manufacturer, (i.e.; monthly, quarterly, etc.). This will be required for all equipment & systems installed and will be included in all annual contracts.

Warranty work will be done either by the manufacturer (or warranty approved assigned contractor) or the winning bidder depending upon the manufacturers requirements.

Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are not part of the equipment or are provided from the building utilities, are not included as part of this specification. Excluded items shall be considered as: foundations, domestic water lines, drains, plumbing, oil lines, gas lines, piping, comfort air handling duct work, etc.

After bid award, and upon a completion of a review of all equipment condition, any agreed upon repairs will be completed at the bid hourly rates and cost plus parts, material & testing rates.

Response time for equipment down shall be < 8 hours if critical equipment such as freezers and coolers or as dictated by the Director of Food Services.

Prior to start of any contract work, the winning bidder must insure that all equipment must be accurately inventoried with location, manufacturer, model, serial number, type, power requirements and what system are they servicing (i.e.; a combi-oven model 213, serial number 123454) and in addition:

1. On a separate sheet(s), provide the manufacturers recommended PM plans with periodic cycle (weekly, monthly, etc.), for each piece of equipment or system.
2. Provide a numbered list of all tasks used in each of the PM plans on the equipment/systems and what equipment and systems they are associated with.
3. Provide a detailed description for each tasks.

This information will be turned over to the Director of Facilities for South Portland School District within one week after bid award.

SCHEDULING: Contract start date of work shall be July 1st, 2017. All work as described above in scope of work shall be scheduled with the school food service department for any equipment needing to have PM or repair work completed. All work shall be cost at regular time unless specifically approved prior to work commencing.

PENALTY: Should contractor fail to perform services in accordance with this contract the SCHOOL may choose to complete this work, and charges for such work completion shall be charged to the contractor and said charges may be deducted from payments to contractor under the agreement.

INSURANCE: A liability insurance policy protecting the South Portland School Department against claim for damages because of bodily injury, including death and property damage which may arise as a result of and/or during operations by the subcontractor, or any subcontractor either directly or indirectly employed by the contractor, shall be carried by the successful bidder. The School Department disclaims responsibilities for damages of all kinds.



Kitchen Equipment Maintenance Contract Bid #27-17

SOUTH PORTLAND SCHOOL DISTRICT

Bid Page

On a separate sheet(s), provide a complete list of numbered equipment with at least the information as requested above in the Scope of work, as part of this bid form.

Please provide the costs for the following:

Labor rates for repair work with regular hours \$ _____ .00/hr. Regular hours must include weekdays 5AM to 5PM.

Cost plus mark up for Parts, Materials, and Testing: _____ % or provide individual mark ups for each.

Equipment replacement discount: _____ %

July 1, 2017 to June 30, 2018 - PM Work for all equipment and systems cost \$ _____ .00.

Up to an additional 4 years (5 years total), can be agreed upon, on year at a time with annual review discussions held in the late spring.

Date: _____

Bidder: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Print Name: _____

Title: _____

Mailing _____

Address: _____

Zip Code _____ DATE: _____

Telephone: _____ Fax: _____

E-Mail: _____

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



SOUTH PORTLAND SCHOOL DISTRICT

SOUTH PORTLAND SCHOOL DEPARTMENT

AGREEMENT

THIS AGREEMENT is made this ____ day of 2017, by and between the CITY OF SOUTH PORTLAND SCHOOL DEPARTMENT, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "SCHOOL"), and _____, from _____, _____, **Maine** _____ and has **EIN #** _____ (hereinafter "CONTRACTOR"),
WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the SCHOOL and the CONTRACTOR agree as follows:

SPECIFICATIONS:

The CONTRACTOR shall furnish all of the material and perform all of the work described in the specifications entitled: **Bid #27-17 SPSD Kitchen Equipment PM Contract Bid** for the South Portland School Department and contractors proposal dated _____, 2017, which are attached hereto as **Exhibit A** and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement **as Exhibit A**, in return for payment as provided herein.

CONTRACT PRICE:

1. The SCHOOL shall pay the CONTRACTOR for the performance of the Agreement, the sum as provided in Job Cost with schedule unless additional work and costs are approved prior to doing and prior to end of job.

SCHOOL'S RIGHT TO TERMINATE CONTRACT:

2. If the CONTRACTOR 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 workmen 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 SCHOOL when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR 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 CONTRACTOR shall be paid for services satisfactorily rendered through the effective date of termination hereunder.

CONTRACTOR'S LIABILITY INSURANCE:

3. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the SCHOOL, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

It is a requirement that the SCHOOL be named as an Additional Insured on the General Liability and Automobile Liability policies.



SOUTH PORTLAND SCHOOL DISTRICT

- (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 CONTRACTOR 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 (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
-----------------------------------	-------------

Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The SCHOOL shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by SCHOOL's negligence.

- (c) **Workers' Compensation Insurance**

The CONTRACTOR 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 CONTRACTOR 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** of the types and in the amounts required shall be delivered to the SCHOOL prior to the commencement of any work by the CONTRACTOR
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the SCHOOL of cancellation, non-renewal or material change in coverage or form.
- (g) It is recommended that the SCHOOL be named as an Additional Insured on the General Liability and Automobile Liability policies.



SOUTH PORTLAND SCHOOL DISTRICT

(h) The CONTRACTOR and his surety shall indemnify and save harmless the SCHOOL, his 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 CONTRACTOR; 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 CONTRACTOR; 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.

(i) Waiver of Subrogation

Payment of any claim or suit or any insurance company on behalf of the SCHOOL shall not constitute a waiver of subrogation against the CONTRACTOR, 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 CONTRACTOR, any sub-contractors or lower tier contractors.

DAMAGES:

4. The CONTRACTOR shall defend, indemnify and save harmless the SCHOOL and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the CONTRACTORS negligent acts or omissions in its performance of this contract.

ASSIGNMENT:

5. 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 CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the SCHOOL.

SUBCONTRACTS:

6. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the SCHOOL. The CONTRACTOR agrees that it is as fully responsible to the SCHOOL for the acts and omissions of its subCONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

PAYMENTS:

7. The SCHOOL shall make payments on account of the Agreement as follows:

CONTRACTOR shall submit an invoice to the SCHOOL after 60% of the work is completed and another one after 100% of the work is completed unless the job is completed in less than one month from start. The SCHOOL shall pay each invoice within 30 days upon satisfactory completion and acceptance by the SCHOOL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SCHOOL OF SOUTH PORTLAND, MAINE

BY: _____
Witness

BY: _____
CONTRACTOR

BY: _____
Witness

BY: _____
Superintendent