



CITY OF SOUTH PORTLAND

Invitation to Bid

Bid for Mahoney Middle School Boiler Tube Replacement – Bid 19-16

Sealed bids for a contract with the South Portland School District for boiler tube replacement as specified below under work specifications, will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Tuesday, December 29, 2015, 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 #19-16 Mahoney Boiler Tube Replacement” and shall be addressed to the purchasing agent at the address below.

Questions regarding the work or specifications may be directed to Russ Brigham, Director of Buildings and Grounds, at (207) 871-0565 x 3016.

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 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 work, must be included in the bid by the bidder.

SITE VISIT

Before submitting proposals, bidders are required to visit all of the schools for the purpose of familiarizing themselves with all existing conditions and take inventory of the count & number of tubes, equipment needed, etc. Failure to visit the job site may be grounds for rejection by the SCHOOL of a submitted bid. Job site reviews must be scheduled through the Building & Grounds office by calling Katie Durkee @ 871-0555x3017 and will only be scheduled for after Dec 14th, 2015.

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 the bid is reasonable and it is to the 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

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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 SCHOOL at its discretion. Additional qualifications are listed as follows:

- All personnel provided by the Contractor shall comply with all federal, State, and local laws, ordinances, rules and regulations, and licensing requirements, all applicable court orders, all South Portland School Department (SPSD) directives, and all SPSD Policies and Procedures. All personnel provided by the Contractor must be licensed, trained and certified appropriate for their positions and functions.
- Submissions shall include Job descriptions of current technical staff along with their license and certification information to support above requirements.

AGREEMENT/CONTRACT

The successful bidder will be required to sign a standard SCHOOL contract. See attached Agreement (Pages A – C).

INSURANCE

The successful bidder shall agree to save the SCHOOL harmless from all losses, costs or damages caused by the bidder's acts or those of his/her 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 4 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, 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 at any time during the period of one year from the date of completion of work under this bid.

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 SCHOOL 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.

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 it's 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.

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Colleen C. Selberg
Purchasing Agent

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WORK SPECIFICATIONS

SCOPE:

This is a maintenance repair contract. The SCHOOL will review all bids for the outlined repairs and will award based on the criteria listed in the qualifications for bidders above. The SCHOOL may decide to select all or part of the bid items on the proposal. It will up to the bidder to ensure that all existing conditions are checked and the systems are known to the contractor such that he will be able to utilize his/her experience and knowledge to provide a schedule that will ensure all required tube replacements are able to be completed.

Boiler #1 is a 2002 Clever Brooks CB 101 150 015 Ser# OL102249

Boiler #2 is a 1989 Clever Brooks CB 101 125 Ser# L?96596

Verify Model and Serial number before calling manufacture for tube count and specification.

Re-tube boilers # 1 and # 2 at Mahoney Middle School at 240 Ocean St. South Portland, Maine, doing one boiler at a time and ensuring there is a boiler operating to maintain temperature in the school, provide the necessary labor and materials to replace and dispose of a total of approximately (196) boiler tubes. This work includes a visual inspection of the boilers before starting, bringing any issues outside of the described scope of work to the owner's attention before work continues. The scope also includes prepping the tube sheet and installing new tubes that meet or exceed manufacturer's specifications and recommended installation procedure. It also includes a follow up hydrostatic test to ensure new tubes do not leak.

Bid price does not include.

1. Work being done outside normal business hours.
2. Opening, closing boilers.
3. Cleaning or firing boilers.
4. Any ASME repairs.

Provide the necessary labor, equipment, and materials to replace approximately 196 boiler tubes over two different boilers at Mahoney Middle School at 240 Ocean Street, South Portland, Maine.

SCHEDULING: Available start date of work shall be December 28, 2015. All work as described above in scope of work shall be scheduled with the Director of Buildings and Grounds department.

DAMAGE ASSESSMENT: All damage to school property by contractor shall be repaired by the contractor. Prior to the commencement of any work, the contractor will meet with the Director of Building and Grounds or designee to perform a property inspection. Any property damage or issues will be noted, and a report will be generated. A copy will be provided to the contractor and the Director of Building and Grounds. After the work has been completed, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds or designee to survey the same property for any related damage. Repairs must be completed prior to work acceptance and submittal of final invoice, unless contractor and the Director have agreed on another completion schedule. If work is commenced without a property inspection, the property will assumed to be in good condition. Any damage found after the contractor works on the system in the area of the damage will be the responsibility of the contractor.

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.

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Contract Bid Form

Please provide your costs for each item. These costs should include everything necessary to do the work to completion for each item.

- 1. Tube removal & replacement for Boiler #1 \$ _____
- 2. Tube removal & replacement for Boiler #2 \$ _____

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.

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SOUTH PORTLAND SCHOOL DEPARTMENT

AGREEMENT

THIS AGREEMENT is made this ____ day of December 2016, 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 _____ 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 Work Specifications section of the bid above entitled: **Bid #19-16 Mahoney Boiler Tube Replacement** for the South Portland School Department and contractors proposal dated _____, _____ 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.

COMPLETION DATE:

1. The work to be performed under this Agreement shall be started on or before December 29th, 2015 and fully completed as described in qualifications and scope of work sections of this bid, by December 31st, 2015. Provided however, the Contractor shall not be liable for delays in performance that are caused in whole or in part by the SCHOOL, third parties over which the Contractor does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

CONTRACT PRICE:

2. The SCHOOL shall pay the CONTRACTOR for the performance of the Agreement the sum of \$ _____ as agreed to on this date, inclusive of all expenses.

SCHOOL'S RIGHT TO TERMINATE CONTRACT:

3. 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:

4. 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.

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- (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
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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.
- (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 contractor 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

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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:

5. 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:

6. 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:

7. 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:

8. 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 for the specific job described in the scope of work above.

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

SCHOOLS OF SOUTH PORTLAND, MAINE

BY: _____ BY: _____
Witness

CONTRACTOR

BY: _____ BY: _____
Witness