



CITY OF SOUTH PORTLAND

Invitation to Bid

BEVERAGES FOR SCHOOL NUTRITION PROGRAM

Sealed bids for furnishing the City of South Portland School Nutrition Program with its requirements of Beverages, as specified below and in the attached proposal will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until **2:00 P.M., Monday, July 17, 2017** at which time they will be publicly opened and read aloud. Proposals received after the above stated date and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Bid #04-18 for Beverages" and shall be addressed to the Purchasing Agent at the above address.

The successful bidder will be required to sign a standard City contract. This proposal, if accepted, shall become a contract and shall remain in effect during the period stated herein unless terminated at the request of the City of South Portland upon 30 days written notice, or immediately "for cause".

In the event that the successful bidder to whom the bid has been awarded should fail to supply the South Portland School Nutrition Program's requirements promptly and according to the specifications and prices of this bid, the City reserves the right to cancel the award and purchase beverages elsewhere.

The term of the contract resulting from this bid shall be for a three-year period beginning on August 15, 2017 and ending on August 15, 2020. The City of South Portland reserves the right to extend the contract as it expires a year at a time up to and including a total of five years if mutually agreeable and the successful bidder agrees to the same terms and prices.

The South Portland Nutrition Program is requesting and will take into consideration any Value Added Incentive Programs the vendor may offer.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of bills for all items covered by the purchase order. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

Colleen C. Selberg
Purchasing Agent

Mailing address: P.O. Box 9422, South Portland, ME 04116-9422
Telephone (207) 767-7608 Fax (207) 767-7620

SPECIFICATIONS

The South Portland School Nutrition Program is requesting a Beverage Bid for a three-year period from the 2017/18 school year through the 2019/20 school years.

Questions or concerns regarding this bid should be directed to Martha Spencer at 767-3266, ext. 3842

1. The following are necessary parts of the bids:

At Mahoney: Two one door locking merchandizing beverage cooler on wheels

At Memorial: One two door locking merchandizing beverage cooler on wheels

2. Not to be considered as part of this bid are:

1. Dairy Products (i.e. milk and related products)

3. Attached are estimated monthly usage's for all beverages with the exception of dairy products and water.
4. The bid will be for the time period beginning **August 15, 2017 through August 15, 2020**. The prices shall continue in force for the duration of the time period stated.
5. Installation of the beverage coolers will be prior to September 1, 2017
6. **ALL PRODUCTS MUST HAVE A NUTRIENT ANALYSIS SPECIFICATION SHEET, WHICH MEETS THE NEW FEDERAL REGULATIONS. MISSING NUTRIENT ANALYSIS SHEETS MAY RESULT IN DISQUALIFICATION OF BID.**
7. The vendor will provide an invoice for each delivery as well as a weekly statement to each school.
8. The vendor will issue credit, for any defective product deemed unsatisfactory by the participating schools.
9. Deliveries shall be made to each participating school, as ordered, on weekdays from Monday through Friday, excluding holidays, unless otherwise specified, and at such hours as specified and arranged with the receiving school.
10. Finance charges will not be assessed unless the bill is 90 days overdue.

BID TERMS AND CONDITIONS

1. This bid shall be submitted on forms furnished or copies thereof. All prices shall be clearly set forth with copies of the bid being identical.
2. An authorized representative of the vendor as well as the full business address must sign the bid.
3. Erasure or other changes in the bid must be explained or noted.
4. Any oral interpretations of the documents, by the vendor, will not be accepted. All requests for interpretations must be made in writing and will become addenda to the documents.
5. Awarding of the bid to the vendor will be based on the price and service provided by each vendor.
6. Vendors may inspect the delivery sites in order to familiarize themselves with the conditions of the area prior to submitting a bid.
7. The South Portland School Nutrition Program reserves the right to waive all formalities and reject any and all bids when it is in its best interest to do so. This includes the right to reject the bid of a vendor who is not in a position to perform the work.

8. The South Portland School Nutrition Program reserves the right to purchase beverages elsewhere if a specific item or brand is not available within a reasonable amount of time or an emergency occurs and the vendor is unable to make a delivery.
9. All invoiced prices will presume the cost of goods delivered to include any FOB charges, allowances, rebates, administrative, and delivery charges.
10. The submission of a bid constitutes the vendors acceptance of and agreement to the terms and conditions of this Beverage Bid.
11. The vendor selected shall provide a certificate of insurance demonstrating commercial liability for bodily injury and property damage of not less than \$300,000 and worker's compensation coverage. Certificates of insurance shall be on file in the district office prior to the commencement of work.
12. Bids may be withdrawn on written request prior to the time of the opening. Negligence in the bid preparation confers no right for withdrawal after it has been opened.
13. The vendor will certify that neither their company nor any of its principals (e.g. key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

DELIVERY SCHEDULE

South Portland High School
765 Highland Avenue
South Portland, ME 04106

Memorial Middle School
130 Wescott Road
South Portland, ME 04106

Mahoney Middle School
240 Ocean Street
South Portland, ME 04106

Contact Person: Martha Spencer, Director, School Nutrition Program
South Portland School Department
130 Wescott Road
South Portland, ME 04106 (207) 767-3266 ext. 3842

PROPOSAL

The UNDERSIGNED hereby proposes to furnish Beverages F.O.B. to the South Portland School Nutrition Program, South Portland, Maine, in accordance with the attached Invitation to Bid, Bid Specifications, Bid Terms and Conditions and Delivery Schedule and at the following prices:

<u>Item</u>	<u>Description</u>	<u>Est. Monthly Usage</u>	<u>Cost Per Unit</u>
1.	Sparkling flavored water	100 cases – 17 oz	\$_____
2.	Sparkling unflavored water	15 cases – 17 oz	\$_____
3.	100% juice	70 cases – 11.5 oz	\$_____
4.	Ice tea, unsweetened	10 cases - 18 oz	\$_____
5.	Flavored water	70 cases – 20 oz	\$_____
6.	Unflavored water	100 cases – 20 oz	\$_____
7.	Unflavored water	5 cases – 8 oz	\$_____
8.	100% juice	15 cases – 8 oz	\$_____
9.	Snapple, unsweetened	60 cases – 20 oz	\$_____

Please provide Description of Value Added Incentive Program

Signed: _____
 (Corporation, Firm or Company)

By: _____
 (Officer, Authorized Individual or Owner)

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.

CITY OF SOUTH PORTLAND

AGREEMENT

THIS AGREEMENT is made this XX day of July 2017, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and VENDOR, (hereinafter "CONTRACTOR"),
WITNESSETH:

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

SPECIFICATIONS:

The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: Bid #04-18 Beverages for School Nutrition Program and contractors proposal dated XXXX XX, 2017 which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Specifications, ~~and the Drawings~~ in return for payment as provided herein.

COMPLETION DATE:

The work to be performed under this Agreement shall be commenced by August 15, 2017 and fully completed on or before August 15, 2020.

CONTRACT PRICE:

The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$ as per attached proposal Items 1 through 9 inclusive.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$ N/A executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

PERMITS AND LICENSES:

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

CITY’S RIGHT TO TERMINATE CONTRACT:

7. 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 CITY 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 not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR’S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, 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 approved. **It is a requirement that the “CITY OF SOUTH PORTLAND” be named as an Additional Insured on the General Liability and Automobile Liability policies. Not certificate holder.**

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 CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

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

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.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

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

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

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, 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; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the 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.

Construction Agreement

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

DAMAGES:

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

LIENS:

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

ASSIGNMENT:

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

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY 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.

USE OF PREMISES:

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

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall

remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

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

within 20 to 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

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

CITY OF SOUTH PORTLAND, MAINE

BY: _____ BY: _____
Witness Kenneth Kunin
Superintendent

CONTRACTOR

BY: _____ BY: _____
Witness