



INVITATION TO BID

BID # 10 - 17

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

KRISTIE BRADBURY
Deputy Finance Director

COLLEEN C. SELBERG
Purchasing Agent

DOOR AND WINDOW REPLACEMENT AT SOUTH PORTLAND SCHOOLS

Sealed bids for a contract with the South Portland School District for Door and Window Repair/Replacement as specified below under work specifications, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Friday August 12, 2016, 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 #10-17 South Portland Schools "Door and Window Replacement" 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.

A mandatory site visits for the three schools will be scheduled for August 8th, 2016 and will commence at 8AM at Skillin Elementary (180 Wescott Rd. South Portland). Then move on to Kaler, then Brown to view the windows and doors needing to be replaced.

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 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.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 requested to visit the job site 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.

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 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 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.

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 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, 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

GENERAL SPECIFICATIONS

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 days after the actual date of the opening thereof.

Each bid must be accompanied by a deposit of 5% of the amount bid. This may be properly certified check, bank treasurer's check, bank cashier's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the City of South Portland and will be deposited in its account. Such deposits will be returned to bidders within a reasonable amount of time after signing of contract.

The successful bidder will be required to sign a standard City contract. If the contract price is \$10,000.00 or more, the successful bidder shall provide a performance bond and a labor and material payment bond each in the full amount of the bid. If the contract price is greater than \$1,000.00 but less than \$10,000.00, the Director of Finance shall require surety in such form and amount as he deems necessary.

The successful bidder shall agree to save the City 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 \$300,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the City from all such claims, and Worker's Compensation Insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time.

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 days after notification by the City that it is ready for signature, his bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

Before submitting proposals, bidders are required to visit the job site for the purpose of familiarizing themselves with all existing conditions and take their own measurements, etc.

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.

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.

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.

Since prompt starting and completion times are desired, they may be considered a factor in determining the award of this bid.

Bidders will state in the proposal the number of working days to elapse after signing of contract after which they will start the work, and the number of working days after which they will complete the work according to the specifications.

All work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of the State of Maine.

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.

Bidders must submit their bid on the attached proposal form and all information must be filled in before bid can be considered for award.

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.

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

WORK SPECIFICATIONS

SCOPE: The South Portland School District (SPSD) has had multiple renovations over the past few years. This bid is to have multiple windows and doors replaced due to rust, wood decay, broken operable components, and some thermopane failure. The work must be completed before 9/30/2016.

The work must take place during the summer or before/after school hours. It is the responsibility of the contractor to ensure both the safety of the building and building enclosure has not been breached or exposed to the elements in any way. Some windows are on the ground floor and some are on the upper floors. All doors needing replacement are on the ground floor.

List of windows and doors to be replaced:

Three damaged windows at Kaler,
16 damaged windows at Skillin,

10 damaged windows at Brown,
Three classroom doors with frame replacement needed.

The contractor will review all of the windows and doors and their components and provide a bid to replace them with equal or better quality than the existing. Equal or better quality includes consideration of insulation, weather seal, thermopane, operability, materials, construction and warranty. All damage to the surrounding wall, floor, ceiling, or other components as a result of removal of old windows/doors and installation and installation of new, will be repaired, repainted or replaced by the bid contractor.

SCHEDULING:

Site walk through of all three buildings will be scheduled for August 8th, 2016 and will commence at 8AM at Skillin Elementary (180 Wescott Rd. South Portland). Then move on to Kaler, then Brown to view the windows and doors needing to be replaced. Contract start date of work shall be August 15th, 2016. Working hours shall be between 5:30 AM to 2:00 PM until August 26th and between 4PM and 9PM after August 28th. All work as described above in scope of work shall be scheduled with the maintenance 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, the Business Manager 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.

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.

PROPOSAL

The UNDERSIGNED having examined the job sites, hereby proposes to perform the work, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the School, in accordance with the attached Invitation to Bid, two pages of General Specifications and two pages of Work Specifications and at the following price, guarantee and starting and completion times:

<u>ITEM</u>	<u>DESCRIPTION</u>
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1	Furnish and Install Replacement Windows and Doors as per Work Specifications.
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TOTAL CONTRACT PRICE \$ _____

GUARANTEE OF LABOR, MATERIALS & EQUIPMENT:

NUMBER OF WORKING DAYS AFTER SIGNING CONTRACT BEFORE WORK IS TO START:

NUMBER OF WORKING DAYS FOR WORK TO BE COMPLETED AFTER STARTING (Must complete before 9/30/16):

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 DEPARTMENT
AGREEMENT**

THIS AGREEMENT is made this ____ day of 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 _____, 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 #10-17 Window and Door Replacement Bid for the South Portland School Department and contractors proposal dated _____, 2016, 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.

(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 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: _____ BY: _____
Witness CONTRACTOR

BY: _____ BY: _____
Witness Superintendent