



Bid #08-15

SOUTH PORTLAND SCHOOL DEPARTMENT

Invitation to Bid MSA SCHOOL FENCING CONTRACTOR

Sealed bids for a three year, annually renewable contract to provide School Fencing Repairs and installation of new fencing for the South Portland School District of South Portland, Maine, as specified below, in the Specifications and Proposal, will be received by the City Purchasing Agent, Room 102, City Hall, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Thursday, October 23rd, 2014, at which time they will be publicly opened and read aloud.

Proposals received after that date and time will not be accepted.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #08-15 MSA School Fencing Contractor" and shall be addressed to the purchasing agent at the above address.

Each bid must be accompanied by a deposit of \$1,000.00. This may be a 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 the bidders within a reasonable time after signing of contract. Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract and performance bond within 14 days after notification by the City that it is ready for signature, his/her 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/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

No guarantee will be offered as to the quantity of work to be done during the contract period. The successful bidder will be required to sign a standard City contract and provide a performance bond for each job issued in the amount quoted for the job.

With your bid, you must submit proof from the Secretary of State's office that your foreign corporation, limited liability company, limited partnership and/or limited liability partnership is qualified to do business in the State of Maine.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. 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.

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.

Questions regarding this bid should be directed to Russ Brigham, Director of Buildings and Grounds at 871-0555 Ext. 3016.

Colleen C. Selberg
Purchasing Agent

Mailing address: P.O. Box, 9422, South Portland, ME 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620

WORK SPECIFICATIONS

SCOPE: There are nine buildings within the South Portland School District and each of these buildings will need to have new fencing or repairs to existing fencing for various reasons. The contractor who is awarded this bid must be able to execute all fencing needs and demonstrate a history of excellence of this type of work. The contractor must be able to work with different types of fencing that are used within the district, primarily chain link of various heights, types and gauges and galvanized or coated. Typical work that will be required includes the installation or repair of the fencing and associated components such as gates of different lengths and heights and styles (i.e.; rolling security gate, double swing gates, single swing gates, with and without locks and closers).

Work will require installations in hard packed earth, through asphalt and concrete, in muddy or boggy areas and all installations will be required to provide security and long lasting, reliable components that can withstand the normal usage seen in schools including impact from athletics up to high school levels.

Various options will also be required such as filler for the chain-link fabric and baseball fields overhead stops.

In summary, the contractor must be able to provide a quality product with any of the normal components and accessories for the commercial grade fencing such as what is currently used throughout the district.

Compliance & Proper protection – All work must comply with current local, state, and federal regulations for any hazardous material. All surrounding items and building components must be properly and adequately be protected, from accidental damage and environmental elements. The contractor will also be required to provide the proper notification to Dig Safe and check out any issue that may occur before beginning work.

Any requested work will first be reviewed by the contractor and a Job Cost with Schedule will be provided to the district at no additional costs. Each Job cost will include the following items as a minimum:

Estimated start/end dates

Number and type of components to be used

Number and type of people to be working and number of hours for each

Purchase & mark-up cost of any equipment, services, and materials that must be used to complete the work.

Warranty. All material and workmanship shall be warranted for a minimum of one year from job completion.

SCHEDULING: Available start date of work shall be the date the contract is signed. All work as described above in scope of work shall be scheduled through the facilities department. The facilities department will coordinate with the building to have work completed. All work shall be cost at regular time unless otherwise agreed upon prior to work commencing.

DAMAGE ASSESSMENT: All damage to school property by contractor shall be repaired by the contractor. The week prior to the commencement of work, the contractor will meet with the Director of Building and Grounds 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, copy will be provided to the Business Manager and the Director of Building and Grounds will retain a copy. After the work has been completed, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds 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 any individual services in accordance with this contract the City 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.

BID PROPOSAL

Please complete all sections of the bid form below. If a field is not complete then it is assumed there is no cost for that item. All material costs for any job should be based on your cost plus % mark up.

Material mark up _____% to be used for all three years.

<u>Personnel</u>	<u>\$/Hr</u>	<u>Equipment</u>	<u>\$/Unit</u>
Job Foreman	_____	Post hole digger	_____
Superintendent	_____	Delivery Truck	_____
Laborer	_____	Other Equipment1:	_____
Review, & Estimating	_____	Other Equipment2:	_____
Equipment Operator	_____	Other Equipment3:	_____

Note: Units should be listed next to cost

Other costs not listed – Please describe and provide costs for components of other services **not** listed above.

REFERENCE LIST

Provide three references of local school fencing projects.

<u>Company Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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. Bid must include \$1,000 deposit or bid bond as specified in the bid invitation. Sealed bids are due as provided in the bid invitation.

AGREEMENT

AGREEMENT is made this ____ day of _____, 2014, by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the "**CITY**"), and _____, located at _____ with EIN _____ (hereinafter "**CONTRACTOR**"),

WITNESSETH

WHEREAS, the **CITY** has set out in the detail the objectives of its use of a **Professional Fencing Contractor** and the scope of the services that firm will be asked to provide in the **BID #XX-15 MSA SCHOOL FENCING CONTRACTOR**, which is hereby incorporated by reference into this Contract (the "BID"); and

WHEREAS, the **CONTRACTOR** submitted a proposal dated _____ for said services;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

CONTRACTOR agrees to provide the personnel, supplies, equipment and labor necessary to perform the Services as outlined in the attached **Work Specifications and Proposal as above** titled **BID #XX-15 MSA SCHOOL FENCING CONTRACTOR**, a copy of which is attached hereto and by this reference incorporated herein as Exhibit A. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by **CITY** and **CONTRACTOR** and **CONTRACTOR** agrees to perform Additional Services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any Additional Services shall be in writing from **CITY**.

2. SCHEDULE

The initial term of this Contract shall be for a one year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The **CITY** shall have the option to renew this Contract automatically for three (3) consecutive one (1) year option terms, on the same terms and conditions. The **CITY** shall be deemed to have exercised an option if, by a date thirty (30) days prior to the end of any term, the **CITY** has not notified the Firm of its decision not to exercise the option.

3. FEES

CONTRACTOR shall submit an itemized invoices for each job completed and a monthly statement for services performed under this Agreement, and, show hours spent, hourly rates and tasks performed with position title of the performer and mark-up of the materials and components. Fees for services billed to the **CITY** at the rate shown in the attached rate schedule from Contractor's Proposal, **CONTRACTOR's** invoice shall be paid by **CITY** within thirty (30) days of receipt.

4. **PERSONNEL, INDEPENDENT CONTRACTOR**

CONTRACTOR represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **CITY**, nor have any contractual relationship with the **CITY**. **CONTRACTOR**'s responsible Contact hereunder shall be _____, and any deletion or change in this responsible Contact shall be subject to the **CITY**'s approval.

CONTRACTOR further agrees that consistent with its status as an independent contractor that its personnel will not hold themselves out to be, nor claim to be officers or employees of the **CITY** by reason of this Agreement.

5. **STANDARD OF PERFORMANCE**

CONTRACTOR shall be and remain, fully responsible to the **CITY** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **CITY**, correct and revise any errors or deficiencies in its performance and shall pay **CITY** for any loss, damages, or costs, including attorney's fees, resulting from **CONTRACTOR**'s breach of this Agreement or incurred by the **CITY** for the replacement or correction of any part of the work hereunder which is deficient, or defective.

CITY shall provide **CONTRACTOR** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give **CONTRACTOR** a reasonable time under the circumstances to correct said error or deficiency.

6. **CITY'S REPRESENTATIVE**

The Building & Grounds Director, or his/her authorized designee, shall act as the **CITY**'s representative in all dealings with the **CONTRACTOR**.

7. **DOCUMENTS**

CITY agrees to furnish or provide access to **CONTRACTOR** to any information or material in its possession that is relevant to **CONTRACTOR**'s performance hereunder and **CITY** staff will cooperate with **CONTRACTOR**. **CONTRACTOR** will not, without **CITY**'s written consent, disclose or permit disclosure, by any officer, employee, or agent or subcontractor of **CONTRACTOR**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **CITY** and be promptly delivered to the **CITY** upon request. All working papers shall be and remain the property of **CONTRACTOR** but **CONTRACTOR** shall make said work papers available to the **CITY** upon request and the **CITY** shall be provided copies of any or all working papers upon request.

CONTRACTOR shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **CITY**.

8. **INDEMNIFICATION**

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act of omission of **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

9. INSURANCE

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 **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 reasonably approved.

It is a requirement that the CITY 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 **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by **CITY'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 **CITY** 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 **CITY** of cancellation, non-renewal or material change in coverage or form.
- (g) It is a requirement that the **CITY** 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 **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.
- (i) **Waiver of Subrogation**
Payment of any claim or suit 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.

10. TERMINATION

The **CITY** may terminate this Agreement for cause by written notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT:

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**.

12. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICE

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

CONTRACTOR:

CITY: City of South Portland
25 Cottage Road
PO Box 9422
South Portland, ME 04116-9422
Attn: Suzanne Godin
Superintendent of Schools

13. COMPLIANCE WITH LAW

In its performance under this Agreement, **CONTRACTOR** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

IN WITNESS WHEREOF, the **CITY OF SOUTH PORTLAND** has caused this Agreement to be signed by Suzanne Godin, it's Superintendent of Schools, thereunto duly authorized, and _____ has caused this Agreement to be signed by _____, it's _____, thereunto duly authorized, the day and date first above written.

CITY OF SOUTH PORTLAND, MAINE

BY: _____ BY: _____
Witness

CONTRACTOR

BY: _____ BY: _____
Witness