

SOUTH PORTLAND SCHOOL DEPARTMENT
Invitation to Bid
Replacement of South Portland High School Auditorium Sound System

Sealed bids for purchase of a replacement Sound System for the South Portland High School Auditorium, for the City of South Portland, Maine, as specified below, in the Specifications and Proposal, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 P.M., June 30, 2017, 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 #10-18 Replacement of South Portland High School Auditorium Sound System 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.

The successful bidder will be required to sign a standard contract with the South Portland School Department and provide a performance bond in the amount of \$50,000.00.

The South Portland School Department may consider informal bids, 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 Any bid may be withdrawn prior to the scheduled time of the opening of bids or authorized postponement thereof.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 South Portland School Department, its agents, employees or independent engineer or his agents, hired by the South Portland School Department, 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 the Contractor's knowledge, the Contractor should report it at once to the South Portland School Department.

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 invited to visit the school for the purpose of familiarizing themselves with all existing conditions and take inventory of the type and number of devices, equipment, materials required to complete the installation, etc.. Job site reviews must be scheduled through the Building & Grounds office by calling Katie Durkee @ 871-0555x 3017 or John York @ 767-3266 ext. 3898 and may be scheduled for dates starting June 15, 2017 and thereafter.

QUALIFICATION OF BIDDERS

The South Portland School Department 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 South Portland School Department all such information and data for this purpose as the South Portland School Department may request. The South Portland School Department reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the South Portland School Department 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 South Portland School Department 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 South Portland School Department to accept it. The bidder

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

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to whom the award is made will be notified at the earliest possible date. The South Portland School Department, 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 South Portland School Department. The South Portland School Department 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 South Portland School Department at its discretion.

AGREEMENT/CONTRACT

The successful bidder will be required to sign a standard contract. See attached Agreement (Pages 6 – 9).

INSURANCE

The successful bidder shall agree to save the South Portland School Department 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 South Portland School Department from all such claims, and Worker's Compensation Insurance. The South Portland School Department 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

The successful bidder must guarantee to replace or repair at no cost or expense to the South Portland School Department, 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 South Portland School Department 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 South Portland School Department 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 South Portland School Department 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

SOUTH PORTLAND SCHOOL DEPARTMENT
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by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City of South Portland's purchasing ordinance.

Colleen C. Selberg
Purchasing Agent

WORK SPECIFICATIONS

SCOPE: The South Portland School Department needs to replace the Sound System in the South Portland High School (SPHS) Auditorium. This system should be suitable for speaking engagements, musical theatre productions, choral and band concerts as well as outside performer rentals.

The following shall be included in all bid amounts:

- Minimum of 1/2 day of operator and maintenance training to be scheduled by Auditorium manager after complete installation and acceptance;
- All parts, travel, and labor for manufacturer recommended preventative maintenance tasks for the first year; and
- One follow-up service visit (3 hour minimum) within one year of system commissioning date. This can be used at owner's discretion for more training, changes, etc.

Note: All man lifts and other equipment needed to install, manage and/or commission the sound system must be included in the bid amounts. **(The South Portland School Department has an AW-25 Genie Lift)**

Sound System Products to be Purchased and Installed and Included in the Bid:

1. Front of House main PA and mounting hardware
2. Delays to the half house and mounting hardware
3. Sub woofers
4. Front fills to be mounted on the lip of the stage and hardware
5. Amplifiers to power all Speakers.
6. Rack to house amplifiers, Distribution equipment, Processors etc.
7. Stage Monitors (2-4)
8. Replacement Digital console for the sound booth
9. Ability to connect 24 X 8 snake at stage level
10. Ability to run Board from the booth and Front of House mix position
11. All cabling and connectors (CAT 5 and Mic/line cable)
12. Tie into existing overhead paging system back stage and Telex intercom

Warranty: Material and workmanship shall be warranted for a minimum of one year from completion.

SCHEDULING: All product as described above in scope of bid and below in damage assessment must be delivered and accepted by July 30, 2017, any exceptions must be clearly described in the bid response with supporting documentation.

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Invitation to Bid
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DAMAGE ASSESSMENT: All product delivered must be reviewed for damage and returned if any damage is found. Replacement for damaged items must be shipped, received, installed and accepted as good by August 15, 2017.

PENALTY: Should Contractor fail to perform services in accordance with this contract the South Portland School Department 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.

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Bidder must guarantee to replace or repair at no cost or expense to the South Portland School Department, 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.

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Bid Sheet for Sound System Replacement for the South Portland School Department Auditorium.

Note: All shipping and handling charges must be included in price below.

1. Main Bid: \$ _____
2. Service Rates: \$ _____ /hr
3. Travel Cost: \$ _____ / _____

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.

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Invitation to Bid
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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 COMPANY NAME: _____, ADDRESS: _____, 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 #10-18 Replacement of South Portland Auditorium Sound System** 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 July 17, 2017 and fully completed as described in qualifications and scope of work sections of this bid. 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 \$ _____ 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.

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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: \$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.

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Invitation to Bid
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(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:

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 specific jobs outside of the normal inspections and repair, otherwise CONTRACTOR shall submit monthly invoices for inspections and work done during the previous month. The SCHOOL shall pay each invoice within 30 days upon satisfactory completion and acceptance by the SCHOOL.

