



CITY OF SOUTH PORTLAND

Bid #18-18

RFP for Skillin Elementary Window Replacements

South Portland School District seeks requests for proposal for replacement of approximately 18 windows including the removal and replacement which mimic existing in design and look, 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., Tuesday, August 1, 2017, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be considered.

Requested bid information shall be submitted on this form in sealed envelopes, plainly marked "RFQ #18-18 for Skillin Elementary Window Replacements" and shall be addressed to the purchasing agent at the above address.

Questions regarding this bid should be directed to Russ Brigham, Director of Buildings and Grounds at 207-871-0565 Ext. 3016 or cell #207- 415-3931.

The SCHOOL may consider informal, any RFP not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any RFP may be withdrawn prior to the scheduled time for the opening of RFPs or authorized postponement thereof. Any RFP 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 the school for the purpose of familiarizing themselves with all existing conditions and take inventory of the number of, windows, fixtures, equipment, devices, 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 @ 871-0555x485 and will only be scheduled for after July 4th, 2017.

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 RFPs, provided his RFP 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 RFPs 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 RFP of a bidder who has previously failed to perform

properly or complete on time contracts of a similar nature, or a RFP 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:

- The contractor must have access to the variety of parts and components used in windows to be replaced.
- The contractor must have a access to available parts and components within 40 miles of Skillin Elementary.
- The contractor must have enough service staff to perform all testing and repair for all existing components and systems used in the window replacement within one week for repairs, and within one day for emergencies unless there are forces of nature or other such uncontrollable events.
- 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 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 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 anytime 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 an RFP 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.

Colleen C. Selberg
Purchasing Agent

WORK SPECIFICATIONS

Scope of Work

Contractor to furnish all materials, labor equipment and supervision necessary for the removal of 18 existing windows and complete installation of new 18 windows at Skillin Elementary School.

1. Contractor to provide detailed shop drawings.
2. Windows to be installed according to manufacturer's specifications and installation instructions
3. Contractor shall remove and dispose of existing windows and construction debris on a daily basis. Contractor responsible for any disposal costs including dumpster rental.
4. Contractor responsible for any temporary coverings for the window openings after such removal as necessary to protect school contents from weather and vandalism.
5. Contractor to caulk and seal both interior and exterior surfaces with compatible caulking and color match color of new windows.
6. All windows to be clean and free of stickers upon completion of project.
7. Contractor to fill any empty cavities around window perimeter with appropriate insulation materials to eliminate air infiltration and minimize heat loss.
8. All work is to take place between the hours of 7 am and 7 pm. Work may take place on weekends with prior approvals and availability of the SCHOOL to provide access.
9. Contractor to keep all tools, materials and equipment properly stored or removed from the worksite at the close of day.
10. Contractor is responsible for ensuring all personnel conduct themselves in a professional manner.

Scope of Work - Schedule

The project will require coordination with Facilities Director. Please include a proposed project schedule with your proposal, but all work must be complete and accepted before August 20, 2017.

Manufacturers

1. Harvey Building Products: 1400 Main Street Waltham, MA; Toll Free 1-800-598-5400; Website, www.harveybp.com
2. Andersen Windows: Bayport MN, Toll Free 1-800-426-4261; Website, www.andersenwindows.com
3. Requests for substitutions will be considered and must be submitted two weeks prior to RFP date opening for approval.

Casement / Picture Window Data – (See Exhibit #1)

Performance and Payment Bonds

When a contract is awarded in excess of \$50,000 performance and payment bonds, satisfactory to the city and executed by a surety company authorized to do business in Maine, are required in an amount to one hundred percent (100%) of the price specified in the contract for the full term of the contract.

Proposal Requirements

Three copies of the proposal for window replacement services should be delivered to the South Portland School (130 Wescott Street) Attn: Russ Brigham. The proposal should include the following:

1. A description of the firm and its related experiences in similar projects. Include appropriate summaries of projects as well as names and phone numbers of references that may be contacted. Proposal should include a minimum of three (3) references from customers who have had similar contracted services.
2. A description of the project approach and schedule.
3. A not to exceed costs inclusive of all charges and expenses for the project including the scope of work outlined in the request for proposal.
4. Window specification sheets

Selection and Evaluation Criteria

1. Qualifications of the venders. Considered in this category will be the:
 - a. Relevant experience of the vender in installation and construction
 - b. Reputation of the firm based on references
2. Technical approach of the firm to include responsiveness to meet or exceed the projects requirements
3. Proposed Costs
4. Proposed Schedule

Proposal evaluation criteria will be ranked on a scale from 1 – 5 with 5 being the best. The firm with the highest proposal ranking will be selected to perform the work. In an event that the highest ranked firm cannot be reached the City will try to reach agreement with the next highest ranked firm.

SCHEDULING: Available start date of work shall be July 30th, 2017. All work as described above in scope of work shall be scheduled with the maintenance department for any building to have Elevator system inspection, testing, preventative maintenance or repair work completed. All work shall be cost at regular time unless specifically approved prior to work commencing. An annual plan for each building will be provided within 30 days after the award of the contract and each year thereafter by July 1st. This annual plan will show all of the tasks required with target dates for each school throughout the year.

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.

Contract Bid Form

Costs should be broken down into two categories, the costs for all Parts & Materials and the costs for installation.

Parts and Materials _\$ _____ Installation; \$ _____

Date of delivery for parts and materials; _____

Date of start of Construction: _____ -

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 _____ 2018, 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 **VENDOR NAME:** _____, **ADDRESS:** _____ **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 #XX-18 BID Multi-Year Elevator Testing & Preventative Maintenance Contract** for the South Portland School Department and contractor's 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 30th, 2017** and fully completed **upon completion of contract terms** as described in cost proposal. 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 for the term of the contract.

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.

- (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 required 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:

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 upon completion of the work. 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