

Scarborough Public Schools



Invitation to Bid ITB #040519

Return this ITB to:

Facilities Department
259 US Route 1
PO Box 370
Scarborough ME 04070-0370

INSTRUCTIONS TO BIDDERS
Elevator Maintenance, Service and Repairs

INVITATION

Scarborough Public Schools (SPS) is soliciting ITBs to perform monthly elevator maintenance, service and repairs at various facilities as shown in Exhibit A. The ITB shall provide a cost breakdown for each site and a lump sum total. The ITB shall also provide material and labor rates for 24/7 emergency services with a maximum response time of two hours. The ITB shall include normal rates and hours, overtime rates, materials mark-ups, and vehicle service charges. All ITBs shall be valid for at least 30 days.

The Bidder must sign and return, with the ITB, the Scarborough Public Schools' (SPS) Instructions and Conditions; a copy is attached to this ITB as Attachment B. A detailed scope of services/specifications is below.

If interested, please send a sealed copy of your ITB to Mr. Todd Jepson, Director of Facilities, by April 30, 2019, 11:00a.m. E-mail submissions will not be accepted. This is not a public ITB opening.

Notice of Award: After the responses to this ITB have been opened and evaluated, a list of the names of each company or person that offered a bid and the price they bid will be prepared. Notice of SPS' intent to award a contract to the Bidder indicated. Bidders identified for award are not to proceed until a Purchase Order is given by SPS. A company or person who proceeds prior to receiving a Purchase Order does so without a contract and at their own risk.

SCOPE OF WORK/SPECIFICIATIONS

Services shall include, but are not limited to:

1. Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment. Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
2. Emergency repairs on short notice may be required in order to restore elevators to full operating condition. Response time within 48 hours with repair recommendations.
3. Provide all necessary equipment and supplies.
4. Provide a list of planned PM Service visits if requested by SPS. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than one month in advance of the scheduled PM Service visit. If additional schedule requirements are required, SPS will work with said Bidder on a mutual arrangement.
5. Bidders shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Bidders must provide explanation on how they will provide either catalog and/or price lists in their accompanying ITB. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Any and all products or services available that they currently perform in their normal course of business to include upgrades, internal networking, cabling and wiring.
6. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
7. The awarded Bidder agrees to provide pricing to SPS that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.

INSTRUCTIONS AND CONDITIONS

1. The awarded Bidder shall protect, indemnify, and hold harmless SPS and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Bidder, bidder employees or bidder sub-contractors in the preparation of the solicitation and the later execution of the contract.

2. Bidder shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Bidder. Bidder shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. SPS reserves the right to stop work and/or cancel the contract of any Bidder whose license(s) expire, lapse, are suspended or terminated.
3. Bidder agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and certifies that all actions furnished under this order will conform to and comply with said standards and regulations.

Workers Compensation Insurance: The Bidder shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Bidder shall require the sub-Bidder to similarly provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Bidder. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

Liability Insurance: The Bidder shall carry and maintain, until final written acceptance of the work by the Town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- a) For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
- b) For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
- c) All policies shall be so written that the SPS will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Bidder's insurance carrier shall be filed with the SPS before operations may begin. Certificates shall make no claims against SPS, or its officers, for any injury or damage out of work contemplated by this Contract.

Automotive Liability Insurance: A minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.

Failure to supply satisfactory proof of insurance within the time required will cause SPS to declare the Bidder non-responsible and to reject the ITB.

The Bidder shall provide all required license(s) and furnish proof of adequate insurance coverage of the types, and to the limits, as specified. Licenses and Certificates of such insurance shall be filed with SPS within five (5) days following notification of the ITB Award.

4. Scarborough Public Schools (SPS) reserves the right to evaluate the submitted ITBs, waive any irregularity therein, and to select any firm which submits an ITB to do the work and/or reject any or all ITBs should it be deemed in the best interest of SPS. SPS reserves absolute discretion in reviewing the qualifications of the Bidder and may reject any prospective Bidder at SPS's sole option. In submitting its ITB Response, the Bidder agrees and acknowledges that SPS has the right to exercise its absolute and sole discretion in its consideration of any responses and in the conduct of the evaluation and selection process. Specifically, SPS retains the right to reject any or all ITBs, to accept any ITB which is deemed most favorable to SPS, including the selection of a Bidder whose fee arrangements may not be the lowest, or the waiver of any informality or failure to meet any of the requirements or qualifications set forth in this Request. The Bidder also agrees and acknowledges that SPS' determinations shall all be final and there are no appeals to any other authority, specifically including the courts of Maine or the United States.
5. SPS seeks to work with vendors (firms) that represent consumers, not suppliers, avoiding both the appearance, as well as any actual conflict of interest. Any subsequent disclosure of a conflict of interest after the award has been made, but which existed at the time of ITB submission, will be grounds for termination of any resulting contract.

6. SPS is exempt from all Federal Excise Tax and State of Maine Sale Tax.
7. If the time within which the ITB must be accepted is not stated, it is understood and agreed that SPS shall have 30 days to accept.
8. Changes herein shall not be made except upon prior written application to and written approval of SPS.

TERM AND REWNEWAL TERM

Unless otherwise stated, the contract is for a period of two (2) years with an option to renew for an additional two (2) years.

----- I T B -----

In compliance with the above invitation for ITBs, and subject to all the conditions thereof, the undersigned offers and agrees, if this ITB is accepted, to furnish any or all of the items upon which prices are proposed, at the price set opposite each item or the lump sum.

Submitting Firm Name	Address
By	Title
Signature of Person Quoting	

Attachment A

Facility	Lic #	Expiration	Location
Scarborough High School	EL 3524	May 31, 2020	Rear Lobby
Scarborough High School	EL 3525	May 31, 2020	Hallway
Scarborough Middle School	EL 4239	May 31, 2020	Lobby
Wentworth School	EL 37211	May 31, 2020	Lobby

INSTRUCTIONS AND CONDITIONS

Attachment B

1. The awarded Bidder shall protect, indemnify, and hold harmless SPS and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Bidder, bidder employees or bidder sub-contractors in the preparation of the solicitation and the later execution of the contract.
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7. If the time within which the ITB must be accepted is not stated, it is understood and agreed that SPS shall have 30 days to accept.
8. SPS reserves the right to maintain confidentiality of ITBs.
9. Changes herein shall not be made except upon prior written application to and written approval of SPS.