

TOWN OF SCARBOROUGH



INVITATION TO BID NUMBER 122015

RETURN THIS BID TO:

Attention: ITB #122015
PO Box 360
259 US Route One
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 9/11/2014

ITB TITLE: FIRE STATION MASONRY SERVICES

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT OR HIS DESIGNEE PRIOR TO THE BID OPENING ON OCTOBER 3RD, 2014 AT 3:00 PM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: TOWN OF SCARBOROUGH, TOWN HALL, LOCATED AT 259 US ROUTE ONE SCARBOROUGH, ME 04074 IN THE TOWN MANAGER'S CONFERENCE ROOM, MAIN LEVEL.
F.O.B. POINT IF MAILED: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

LATE BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KIM MASSA, PURCHASING ADMINISTRATIVE ASSISTANT, AT (207) 730 4088 (FAX) OR KMASSA@CI.SCARBOROUGH.ME.US.

THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEB SITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.

Thomas J. Hall

THOMAS J. HALL
TOWN MANAGER

INSTRUCTIONS TO BIDDERS

INTENT OF BID: This Invitation to Bid (ITB) is intended to result in a contract for masonry services at five fire stations within the Town of Scarborough, Maine.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town is exempt from all Federal Excise Tax.

STATE SALES TAX: The Town is exempt from all State of Maine Sales Tax.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Contractor shall purchase and maintain workers' compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to the Town:

Worker's Compensation:

Worker's Compensation insurance shall be in strict accordance with the requirements of the most current laws of the State of Maine.

- | | |
|---|-------------|
| 1. State: | Statutory |
| 2. Applicable Federal
(e.g. Longshoreman's): | Statutory |
| 3. Employer's Liability: | \$1,000,000 |

Builders Risk Insurance:

Contractor shall purchase and maintain builders risk insurance, which shall cover Contractor and Town as loss payees to the extent of their interests.

Comprehensive General Liability Insurance.

Bodily Injury and Property Damage Liability:

	Each	
	Occurrence	Aggregate
Premises – Operations	\$1,000,000	\$3,000,000
Completed Operations/Products	\$1,000,000	\$3,000,000
Contractual Liability	\$1,000,000	\$3,000,000

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

Personal Injury with employment exclusion deleted:

\$3,000,000 Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

\$1,000,000 Each Person, \$3,000,000 Annual Aggregate
 \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

2. Property Damage:

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

The Town shall be named as an additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Town copies of all the actual insurance policies for review and approval before the commencement of work.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids

have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

ALTERATIONS: The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work and/or fabrication must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item and/or service provided.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT PERIOD: To be determined with the successful bidder.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract(s) and the extension or renewal of the contract(s).

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

SITE VISITS: Prospective bidders are responsible for visiting the work site so that they can see the conditions under which the work described in this ITB will be performed. Prospective bidders can contact Deputy Chief Glen Deering, at (207)730-4202 to arrange for a site visit.

The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on September 26th, 2014 to the Attention of Kim Massa, Purchasing Admin Assistant by fax (207 730-4088) or email to kmassa@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

SPECIFICATION DETAILS:

Fire Department Masonry Services

The Scarborough Fire Department is soliciting bids to furnish labor and materials to complete the masonry services outlined below at five of its fire stations during mutually agreed upon dates and times during the fall of 2014 or spring of 2015:

Fire station locations within the Town of Scarborough where the work will be performed:

1. 639 Route One
2. 16 Saco Street
3. 12 King Street
4. 207 Pleasant Hill Road
5. 341 Black Point Road

Contract Services Required:

- Spot point all exterior masonry as needed.
- Replace brick and blocks as needed with matching color.
- Caulk all windows, doors, control joints and cracks as needed.
(Caulking to match existing)
- Repair all concrete masonry entryways, thresholds, and steps as needed.
- Inspect and repair any cracks found in foundation(s).
- Pressure wash all masonry and concrete areas as well as vinyl siding and trim work.
- Seal and waterproof all masonry and concrete areas.
Sand, wire brush or chemically remove all rust from all steel headers over windows and doors. Apply 2 coats of epoxy primer and top coat to match original color.
- Contracted work must include a warrantee on all materials and labor for a minimum of two (2) years from the completion of work.
- An additional five (5) year warrantee on the waterproofing is required for a minimum total of seven (7) years from the completion of work.

All locations are active fire stations from which emergency response for Fire and EMS should be expected. The successful bidder shall coordinate all work with local station personnel to ensure no interruption of emergency response.

OFFICIAL BID FORM
A signed copy of this form must be included with the bid documents

Location	Total Materials & Labor Per Location
Engine 6 Fire Station 639 Route One	
Engine 5 Fire Station 16 Saco Street	
Engine 4 Fire Station 12 King Street	
Engine 3 Fire Station 207 Pleasant Hill Road	
Engine 1 Fire Station 341 Black Point Road	
Grand Total for all work:	

NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.

SIGNED: _____ **DATE:** _____

NAME: _____ **TITLE:** _____

COMPANY: _____
Corporation, Firm, or Company

ADDRESS: _____
Street / P.O. Box

City State ZIP

TELEPHONE:(_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

VENDOR LIST

Hascall and Hall
273 Presumpscot Street
Portland, ME 04103
207-773-5727

Knowles Industrial Services
295 New Portland Road
Gorham, ME 04038
877-920-5326

Maine Masonry Co., Inc.
75 Manson Libby Road
Scarborough, ME 04074
207-883-6503

Masonry Tech
26 Middle Street
Westbrook, ME 04092
207-856-6503

* plus posting on the town's purchasing department website