

Kittery School District

Truth & Knowledge

REQUEST FOR

BIDS

Scissor Lift Purchase

KITTERY SCHOOL DISTRICT

200 ROGERS ROAD KITTERY, MAINE 03904

RFB # 2017127 • 1/10/2018

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0. General Information

0.1. Purpose : To Purchase an Electronic Scissor Lift for the District.

0.2. Kittery School District Contacts

Name:	Facilities Director – Mark Everett
Address:	200 Rogers Road
City:	Kittery, Maine 03904
Tel:	207-439-7018
Email:	meverett@kitteryschools.com

0.3. Preliminary Schedule: These dates are estimated and may be subject to change.

EVENT	DATE
Release RFB	1/12/2018
Final Day for Vendor Questions	1/19/2018
Bids Due	2/1/2018
Bid Opening	2/2/2018
Award of Bid	2/9/2018

Interested Bidders should email the Facilities Director of their interest in bidding on the Project and provide contact information. Such parties will be included in a list of Registered Bidders. *Any amendment(s) to this Request for Bid will be emailed to all Registered Bidders. Registered Bidders MUST acknowledge receipt of all amendments issued.*

Me

0.4. Site Visits

Not required

1.1 Project Summary

Kittery School District is seeking bids for an Electric Scissor Lift for its Facilities Department.

Scissor lift specifications:

- (1) New or Used less than 5 years, slab style Electric scissor lift. Brands included but not limited to Genie, Skyjack, JLG.
- 32" Wide extendable platform. 26' working height platform.
- Smooth tires
- On board charging system with new deep cycle batteries.
- Lift shall meet all necessary State Inspections and be in perfect working order.

1.2 Bid Summary

Bids for the Project must be received at the Kittery School District, Office of the Superintendent, 200 Rogers Road, Kittery, Maine no later than 12:00 PM on [2/1/2018](#). Bids will be opened at 12:30 PM on [2/2/2018](#).

1.3 Project Constraints and Assumptions

- Bidder must upon submitting bid provide the Unit Model number and Serial number as well as the date of Manufacture.
- Bidder must provide a list of any past owners and what trade it was used for.
- Unit must be clean and in Excellent operating Condition.

1.4. Scope of Work

The Bid Package and all available architectural plans and supporting documents are available at www.kitteryschools.com. The information provided in this specification is intended to communicate the preferences of the Owner. It is the Contractor's responsibility to safely provide all the equipment, tests, and site planning documentation for project completion..

Work for the Project includes:

- Complete delivery to a flat paved surface at 12 Williams Avenue Kittery, Maine 03904

1.5. Bid Submissions

Bids must be submitted to the Kittery School District, Office of the Superintendent, 200 Rogers Road, Kittery, Maine no later than 12:00 PM on 2/1/2018. All bids must be sealed and clearly marked on the outside "Bid for Central Office Renovation - not to be opened until 2/2/2018". All bids and accompanying documentation will become the property of the Kittery School District and will not be returned.

If any citizens who are not School Committee members or employees of the Owner or if any representatives of the press are present, bids shall, at that time, either be made available for examination by them or shall be read aloud in a manner to be heard plainly by those in attendance.

Any errors or omissions from the Bid in terms of price, quantity offered or other relevant information shall be the responsibility of the Bidder. A Bidder may submit an amended Bid before the submission due date. Such amended Bid must be a complete replacement for a previously submitted Bid and must be clearly identified as such. The Kittery School District will not merge, collate, or assemble any Bid materials.

Any bid may be withdrawn provided that a written request to withdraw the bid is received by the Kittery School District at the above address prior to the scheduled time for the opening of bids or authorized postponement thereof.

The Kittery School District reserves the right to reject any bid and all bids, to call for re-bids, to negotiate with any bidder, and to waive as an informality any irregularities contained in any bid.

1.6. Open Period to Accept Bids

All prices in bids shall be fixed for sixty (60) days from the date of opening bid submissions.

1.7. Preparation of Bid

The Contractor shall, in the preparation of this bid, take into account that the Contractor will be required to comply with all requirements of the laws and implementing regulations of the State of Maine and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the Contract the wages to which they may be entitled. The Kittery School District is exempt from both Federal and Maine taxes. Do not include these taxes in your bid. Necessary tax exemption number or certificate will be forwarded upon request. Bids must include the prescribed Form in Section 2.2 Fixed Costs of Project, and all blank spaces for bid prices must be filled in, in ink, with the unit price for the item or the lump sum for which the bid is made.

1.8. Award to Selected Bidder

Bids will be evaluated based on the criteria set forth in Section 3. The School Committee of the Kittery School District anticipates making an award to the selected bidder (the “Contractor”) by [2/9/2018](#). Notice of an award will be given to all bidders. The Kittery School District intends on executing a contract for the Project (the “Contract”) with the successful bidder within sixty (60) days of the bid opening date. To assist in the Bid evaluation process, the Kittery School District may ask Bidders for clarifications of their Bids, e.g. specific questions in relation to the proposed equipment.

1.9. Required Format of Bid

Bids must be structured in accordance with the following headings.

- Scheduled Completion Date
- Fixed Price Cost of Project
- Bidder Information
- Key Personnel and Subcontractors
- Good Faith Statement

2.1. Bidder Information

The following information, in this format, is required by each bid submitted: General Information

- Name, address, telephone, and fax number of bidder.
- Contact person dealing with the Bid.
- Identification of party who will carry overall responsibility for the Contract.
- Confirmation of acceptance by the Bidder.
- Length of time in existence.
- Any additional information in support of this Bid.

Financial Details

Bidders shall provide a financial profile for the last three financial years including independently audited certified accounts. In the absence of said accounts, sufficient data should be supplied to enable the Kittery School District to determine the bidder's financial stability.

Qualifications

Bidders may provide evidence of competence and experience in providing similar services to those specified in this Request for Bid.

Relevant Services

Bidders shall provide details of all principal relevant services, provided in the last three years, including:

- Name of organization.
- Services provided.
- Value of contracts.

Reference Projects

As references, provide details of three projects for which the bidder has provided services similar to the Project.

The following information is required for each reference site:

- Name of Company
- Contact name
- Telephone number and/or email address

These references may be contacted to verify the qualifications and ability of the Bidder to implement the activities as described in this Request for Bid.

2.2. Key Personnel and Subcontractors

Provide a brief profile of the key personnel who will be delegated to the Project.

- Identify the key personnel responsible for carrying out each service/task.
- Qualifications of the personnel responsible for each service/task.

The role of subcontractors must be clarified in the bid. Identify the major subcontractors by name. The prime contractor will be wholly responsible for all tax withholdings that may be required on behalf of any of the subcontracts.

2.3. Good Faith Statement

Each bidder must complete and sign the Good Faith Statement, attached hereto as Appendix A.

2.4 Evaluation & Award Criteria

As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to Kittery School Committee for final approval of award. If approved by the School Committee, Kittery Schools Business Department will provide Contract documents to the Bidder. In the event the Kittery School Districts approval is not received within sixty (60) calendar days after opening of the Bids, a bidder may request that it be released from its Bid

2.5. Evaluation Criteria

The Owner intends to make an award to a qualified bidder that has submitted a conforming bid that is in the best interest of the Owner. The Owner reserves the right to exercise its judgment in evaluating bids and to reject any and all bids. The successful bidder may not necessarily be one that submits the lowest price bid. Bids will be evaluated and awarded on criteria, including the following:

- Technical ability and design
- Understanding of Project requirements
- Ability to meet Project timeframes.
- Cost
- Compatibility with existing system and/or equipment
- Completeness of bid documentation
- Qualifications of bidder and key personnel

2.6. Clarification of Bids; Additional Information

To assist in the bid evaluation process, the Owner may request points of clarification in regards to the Bids. The Owner reserves the right to request additional information from bidders after the bid opening date. The Owner reserves the right to select bidders for interviews in order to determine the bid that is in the Owner's best interest.

2.7 Other Conditions

- Cost of preparation of Bid

The Kittery School District will not be held responsible for any expenses or losses incurred by a bidder in the preparation of a bid. Each bidder shall bear all costs associated with the preparation and submission of a bid and any interviews or presentations.

- Change Orders and Technical Obsolescence

If during the course of the Contract new products become available which, in the view of the Kittery School District will improve the project, the Bidder will be given the opportunity to quote for these items.

2.8. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance policies for Workers' Compensation, General Liability, Automobile Liability, and Owners Protective Liability in the following minimum coverage amounts:

1. Provide Workers Compensation General Liability As Required by Maine Statute
 - A) General Aggregate Limit \$2,000,000
 - B) Products and Complete Operations - \$1,000,000

2. Provide Automobile Liability Owners' Protective Liability
 - A) Each occurrence limit \$1,000,000
 - B) Personal injury aggregate \$1,000,000
 - C) Automobile liability \$1,000,000 Per Accident loss
 - D) Owner's Protective liability General Aggregate limit \$2,000,000 Each occurrence limit \$1,000,000

The Owner does not warrant or represent that such minimum limits of liability will adequately protect the Contractor or subcontractors from risks associated with accomplishing the Project. The Contractor and subcontractors shall satisfy themselves as to the existence, extent and adequacy of insurance prior to commencement of work on the Project

2.9. Bonds

Contractor shall provide performance and payment bonds as required by section 871 of Title 14 of the Maine Revised Statutes.

3.0. Lien Waivers

For all invoices or applications for payment under the Contract, Contractor shall furnish signed lien waivers from Contractor and any subcontractors or material suppliers that contributed to the Work that is the subject of the invoice or application for payment. With respect to such Work, the authorized person executing each lien waiver shall voluntarily and with knowledge of that contractor's or supplier's legal rights, waive and release any right that it has or in the future may have to claim a mechanic's lien or any other lien rights, and waive and release all other claims of any kind against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) Owner and, as applicable, its title company and lender and their employees, officers, and agents; and (d) as applicable, the surety or sureties of Owner. In addition, in each of its lien waivers, Contractor shall certify that it has paid all subcontractors, suppliers, and employees for all work related to the invoice or application for payment, and (ii) agree to indemnify and hold harmless Owner and, as applicable, its lender and title company for all costs and expenses, including attorney's fees, incurred as a result of claims that any of the subcontractors, suppliers, or employees have not been paid for such Work.

3.1. Indemnification

Contractor shall agree to indemnify and hold harmless the Owner and its officials, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work on the Project, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. Any obligation of indemnity provided herein shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

3.2. Liquidated Damages

The parties acknowledge that Contractor's failure to complete the Project by the fixed Project completion date provided by the Contract will cause Owner to incur direct economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Owner of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Owner as against Contractor, in the event of unexcused delayed completion of the Project. Without limitation of Owner's other remedies, Contractor shall be liable to Owner for payment of liquidated damages for each calendar day that completion of the Project is delayed beyond the fixed Project completion date, as may be adjusted by agreement of the parties. The per diem amount for such liquidated damages shall be \$500. Such liquidated damages are intended to represent estimated actual direct damages and are not intended as a penalty.

3.3. Termination

The Kittery School District reserves the right to cancel this Request for Bid at any time and to reject any or all Bids submitted, where such action may be in its best interest. The Kittery School District reserves the right to cancel/postpone the contract award. The Kittery School District is not legally obliged to accept the lowest or any Bid. The Kittery School District reserves the right to reject in whole or in part, any or all Bids received. The Kittery School District also reserves the right to terminate the contract at any stage. In the event that the project must be abandoned, provisions will be made by the Kittery School District for the termination of the supplier(s) contract on payment of agreed costs accrued to the date of termination. Any contract awarded as a result of this process may be terminated if sufficient authorizations do not exist.

3.4. Governing Law

This procurement and the Contract shall be governed and interpreted in accordance with the laws of the State of Maine without regard to its conflict of law's provisions.

3.5 Appendix A – Good Faith Statement

KITTERY SCHOOL DISTRICT

[Scissor Lift](#)

To: Superintendent of Schools

Kittery School District

200 Rogers Road

Kittery, ME 03904

To Whom it May Concern:

The undersigned represents that this bid is made in good faith, without fraud, collusion or connection of any kind with any other bidder for the same work; that he/she has informed himself/herself fully in regard to the specifications provided in the Scissor Lift, for the Kittery School District, and has made his/her own examinations and estimates, and from them makes this bid. The undersigned further represents that he/she and the bidder have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Work required.

The undersigned understands that the School Committee of the Kittery School District reserves the right in its sole discretion to waive as an informality any irregularities contained in any bid, to reject any and all bids wholly or in part thereof, and/or accept any bid or part thereof, to select a bidder whose bid does not have the lowest cost, to call for re-bids, and to negotiate with any bidder, as the School Committee determines to be in the best interest of the Kittery School District.

With the above understanding, the undersigned proposes to furnish to the Kittery School District the Work as described in said Request for Bids and to comply in all respects with said specifications for the sum or sums provided in its bid.

Company

Address

Name (printed) Signature

Title

Date