

INVITATION TO BID NUMBER 0162007

RETURN THIS BID TO:

**Attention ITB #0162007 Moving Services at
Scarborough Public Library
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/25/07

ITB TITLE: MOVING SERVICES AT SCARBOROUGH PUBLIC LIBRARY

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 JUNE 18th, 2007 AT 3:30PM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04070-0360 in the Town Manager's Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmatherne@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 Agent to receive subsequent amendments.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the contracting for moving services as outlined in the specifications of this document for the Scarborough Public Library (hereinafter referred to as part of the Town of Scarborough due to funds appropriated coming from the Town of Scarborough).

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town of Scarborough, 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 of Scarborough is exempt from all Federal Excise Tax.

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Nancy Crowell, Director of the Scarborough Public Library.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The Town will provide the contractor with written notice when damaged goods are received. The Town will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town and Scarborough Library Corporation (hereinafter referred to "LIBRARY" as part of Indemnification and Insurance Clauses) 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: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to

coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor 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 Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

LIABILITY INSURANCE:

The Contractor 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 LIBRARY 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. The Contractor covenants and agrees to hold the Town of Scarborough, and LIBRARY and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. An umbrella policy in the amount of \$400,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such

cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town and LIBRARY or their officers before operations may begin. Certificates shall make no claims against the Town of Scarborough and LIBRARY or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town and LIBRARY harmless from any claims so made and to indemnify the Town and LIBRARY, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with 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 the Town to declare the bidder non-responsible and to reject the bid.

BRAND AND MODEL OFFERED: Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide.

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.

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

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.

NEW PRODUCT: Product offered in response to this ITB must be new. New product means product that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The product must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned product. It is the contractor's responsibility to ensure that each all product furnished to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract.

BRAND SPECIFIC: Certain items may be designated brand specific. When an item is so designated alternate brands and models must be specified. Alternate brands will not disqualify a bid, but must be clearly noted so they can be evaluated correctly.

GREEN PRACTICES: The Town encourages the use of environmentally safe practices and the use of environmentally safe products by prospective bidders.

INSPECTION: The final product is subject to inspection and approval by the Town prior to final payment

SAMPLES REQUIRED: The contractor may be required to submit samples of the items offered for inspection and evaluation. The contractor's failure to submit the samples or the Town's rejection of the samples for failure to meet the ITB's specifications will cause the Town to cancel the contract.

ALTERATIONS: The contractor must obtain the written approval from the Purchasing Agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance and in writing by the contracting officer.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Purchasing Agent makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

ITEM UPGRADES: The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the product. Such upgraded items must be at the same price as the items in the basic contract.

F.O.B. POINT: The F.O.B. point for all items purchased under this contract is the final destination within the Town of Scarborough. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Town.

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the product is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the product.

REQUIRED MANUALS AND HARDWARE: The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

MANDATORY SITE INSPECTION: Bidders are required to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The vendor's failure to participate in this mandatory site visit will automatically disqualify that company from bidding on this project. Site visits must be completed by June 11th, 2007. The site may be inspected by contacting Nancy Crowell, Director at (207)883-4723x221. The contact person empowered to allow bidders to view the work site and answer questions regarding the scope of work. Any significant changes to the existing specifications as a result of any site inspection will result in the Town issuing an amendment to all bidder's who have fulfilled the mandatory site inspection clause.

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 the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the Town's estimated requirements and may vary more or less from the quantities actually purchased. The Town does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

WORKMANSHIP & MATERIALS: All work 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. The Town will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience upon 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.

This contract will be awarded to the contractor provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

The Town reserves the right to accept, or reject any and all bids; to investigate the qualifications of any bidder, and to waive or not to waive any and all informalities in the bids when making an award.

SPECIFICATIONS

The successful bidder (hereinafter CONTRACTOR) shall perform the following:

Section 1: General Conditions

- 1.1 The CONTRACTOR shall be responsible for coordinating the installation schedule with the owner and contracted flooring company (to be contracted via separate bid) to avoid disruption of services.
- 1.2 The CONTRACTOR shall be responsible for visiting the site to become familiar with all conditions and circumstances connected with the project, including compliance with all local, state and federal codes and regulations.
- 1.3 Any work done which has to be changed to comply with regulations and codes shall be made at the CONTRACTOR'S expense.
- 1.4 Pricing shall include final clean-up.

Contractor's Responsibility

2. Scope of Work
 - 2.1. Pack all volumes onto library carts
 - 2.2. Dismantle shelving
 - 2.3. Relocate to storage trailers
 - 2.4. Restock volumes in order
 - 2.5. Place all furniture per direction from Scarborough Public Library
3. Packing Material
 - 3.1. To include boxes, shrink wrap, crates, and Library Carts. Bidder should include an itemized listing of packing materials to be provided and their respective unit costs
4. Equipment/Project Management
 - 4.1. All equipment to be provided by bidder
 - 4.2. Provide information on Project Manager to be assigned
5. Project should be completed in one week inclusive of flooring installation (August 11th thru September 4th, 2007)
6. Labeling
 - 6.1. Bidder to provide stickers for labeling
 - 6.2. Each cart shall be labeled to sequence of volumes being moved
 - 6.3. Each separate area of the collection shall be assigned its own color sequence
7. Shelving
 - 7.1. All shelving shall be dismantled to movable sizes and remain within the building or stored on site.
 - 7.2. Shall be reconfigured to new spatial layouts
 - 7.3. Bid should include the addition of marginal amounts of new shelving which the library may purchase to accommodate new layout
8. Relocation
 - 8.1. Provide safe transfer of volumes and shelving

- 8.2. Provide safe transfer of furniture and technology
9. Volumes
 - 9.1. Entire collection to be relocated to carts which shall be identified and shrink-wrapped
10. Protection
 - 10.1. Corner protectors shall be used at destination and origin and floors shall be protected
11. Inspection
 - 11.1. Bidder shall work closely with Scarborough Public Library to ensure integrity of collection and ensure order
12. Site shall remain clean and accessible at all times
13. All items provided by bidder must be removed following the project

BID SCHEDULE

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declare that he, she or they are the only person(s), firm or corporation interested in this ITB as principal; that it is made without connection with any other person(s), firm or corporation submitting a bid for the same.

The UNDERSIGNED hereby declare that they have read and understand all conditions as outlined herein, and that proposal is made in accordance with the same.

The UNDERSIGNED hereby declare that any person(s) employed by the Town of Scarborough, Maine who has direct or indirect personal or financial interest in this proposal, or in any profits that maybe derived there from, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who is related to any officers, employees, principals or shareholders of your firm or you. If in doubt of status or interest, please disclose to the extent known).

The UNDERSIGNED acknowledges the receipt of Addenda (if applicable) numbered _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

(PRINT) NAME AND TITLE _____

ADDRESS: _____

DAYTIME PHONE #: _____

TYPE OF ORGANIZATION-INDIVIDUAL, PARTNERSHIP, OTHER, CORPORATION

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX ID/SOCIAL SECURITY NUMBER: _____

ITEM 1. TOTAL PRICE as specified above

\$ _____

PROJECT COMPLETION AFTER AWARD

_____ CALENDAR DAYS