

INVITATION TO BID NUMBER 0142007

RETURN THIS BID TO:

**Attention ITB #0142007 BLEACHERS AT
OAK HILL SPORTS COMPLEX
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/07/07

ITB TITLE: BLEACHERS AT OAK HILL SPORTS COMPLEX

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 1st, 2007 AT 11:00AM 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

MANDATORY PRE-BID SITE VISIT SCHEDULED FOR MAY 23rd, 2007 AT 10:00AM

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmathern@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 disassembly of the existing bleachers for preparation of new bleacher pad, followed by the reassembly of old bleachers and installation of new bleachers as specified at the Oak Hill Sports Complex in the Town of Scarborough, Maine for the Department of Community Services. The contract will commence on July 1st, 2007.

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 as the apparent low responsive bidders are instructed 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 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 and will complete any tax exemption forms that the successful vendor may require if such forms are within the Town's legal parameters.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Bruce Gullifer, Director of Community Services and/or Keith Matherne, Purchasing Agent.

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 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 engages 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 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 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 before operations may begin. Certificates shall make no claims against the Town of Scarborough 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 harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorney's 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.

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.

CONTRACT PERIOD: It is the intent of the Town of Scarborough for this contract to commence on July 1st, 2007 and end upon completion of the project which shall be on or before August 15th, 2007.

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

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the Town. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

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 products. It is the contractor's responsibility to ensure that the product delivered 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.

ALTERATIONS: The contractor must obtain the written approval from the Community Services Director or 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 Community Services Director or Purchasing Agent.

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

COMPLETION: Indicate, in the space provided under "Bid Schedule", the time required to complete the project after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to complete within the specified schedule.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the Town to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. A performance bond is to be in the total amount of the contract.

Failure to supply this document within the time required will cause the Town to declare the bidder non-responsible and to reject the bid.

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.

The cost of shipping and delivery to the location is to be included in the bid price. There will be no additional charge for shipping and delivery.

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Version (CD, PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

MANDATORY SITE VISIT: Prospective 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. **This mandatory site visit will be held on Wednesday May 23rd, 2007 at 10:00am.** Prospective bidders are to meet at the Scarborough Municipal Building at 259 US Route One, Scarborough, ME 04074, Main Level, in the Town Manager's Conference Room. From there we will proceed to the Oak Hill Sports Complex. The vendor's failure to participate in this mandatory site visit on the date and time specified will automatically disqualify that company from bidding on this project.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. The Town will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to 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 the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WARRANTY: The contractor warrants its product against faulty materials and workmanship for a minimum period of at least one (1) year. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the Town. Upon written request from the Town, the contractor will repair any problems the Town identifies with the product within 2 weeks. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the Town's rights under this warranty clause will be considered null and void. The

Town is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the Town's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the bid schedule page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

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 service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its discretion with written notice to the contractor. Due to the short duration of this contract proposed, the notice to cancel the contract will be agreed upon by the Town and 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.

CONTRACTOR SELECTION CRITERIA:

1. **Quality and Durability**
 - Quality of materials
 - Durability, weather and vandal-resistance
 - Ease of maintenance
 - Extent and length of warranty
2. **Price**
3. **Qualifications and Experience**

- Vendor ability to meet the deadline stated
- Vendor experience of integration existing bleacher structure
- Overall experience

SCHEDULE: As part of the ITB, the contractor must propose a schedule that outlines product availability and the turn around time for shop drawing and submittal submission, fabrication, delivery and installation of a complete artificial grass surface consistent with the specifications. Project construction is scheduled for summer 2007 with the following schedule:

Issue Invitation to Bid (ITB):	Monday, May 7 th , 2007
Responses Due:	Thursday, June 1 st , 2007
MANDATORY PRE-BID Site Visit	Wednesday May 23rd, 2007
Selection of Vendor:	Week of June 4 th , 2007
Vendor to completely furnish and Install Bleachers as specified by:	On or before August 15 th , 2007

ADDITIONAL INFORMATION: Additional information regarding the existing structure is provided in Appendix A. Drawings of the existing structure are available upon request.

SPECIFICATIONS

The successful bidder shall bid based on the following specifications. If the bidder does not meet any of these specifications, they shall be clearly noted as exceptions to the specifications so that they can be evaluated correctly:

1. Disassemble and move existing 10-row, 93' long bleachers for preparation of concrete surface for new bleacher structure.
 - a. Concrete surface work will be contracted separately; bidder should not include price to prepare new surface.
 - b. Existing bleacher specifications and drawings are described in Appendix B.
2. Design, deliver, and install new bleachers, attaching to existing 10-row, 93' bleacher as per approved shop drawings and manufacturers instructions. New bleacher structure to include ramping, elevated front row, exit portals, and ADA compliant seating (number as required by ADA laws and regulations) with total seating capacity for +/- three thousand (3,000) people and shall be sufficiently anchored to the ground to withstand the wind loads per local, state, and/or federal codes. Upon installation, the unit shall be inspected for proper alignment and function.
3. Shop drawings should be submitted and shall be designed, detailed and sealed by a registered professional engineer indicating location, size, details, and quantity of all concrete, steel, aluminum components and accessories.
4. Design, fabrication, and installation shall be in accordance with all applicable codes, regulations, and ADA accessibility requirements (ADA). The Town will furnish local code requirements.
5. The manufacturer must have a minimum of 10 years experience in the design and manufacture of bleachers. If the bidder does not meet this requirement, it shall be noted as an exception by the bidder, but it will in no way disqualify the bidder.
6. All installers must be trained and experienced in the installation of bleachers and welders must be AWS certified.
7. The Town will verify the site location, locate all underground utilities as well as fiber optic cable (~18" below the surface) and obstructions with the installation site flat and level; site work to be contracted by the Town. The contractor will be responsible for taking great care to not damage existing utilities and fiber optic cable. **The contractor will be responsible for any costs incurred by the Town of Scarborough as result of the contractor's actions which result in any damage.**

8. The manufacturer/installer shall warrant the product for a period of one (1) year against defects in materials and workmanship starting after completion, inspection AND acceptance of the project by the Town.
9. Vendor shall provide detailed specifications with regards to the following:
 - a. Manufacturer
 - b. Design
 - c. Design Loads
 - d. Shop Connections
 - e. Framework/Supporting Members
 - f. Dimensions
 - g. Rise and Depth Dimensions
 - h. Deck Arrangements
 - i. Guardrails
 - j. Stairs
 - k. Anchoring
 - l. Handicap Provisions
 - m. Materials and Finishes
10. The contractor will be responsible for taking great care to not damage the existing track surface and artificial turf surface. **The contractor will be responsible for any costs incurred by the Town of Scarborough as result of the contractor's actions which result in damage to the existing facility.**

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 for the Oak Hill Sports Complex Bleacher project (~3,000 seat capacity), as specified in ITB specifications and requirements.

\$ _____

PROJECT COMPLETION AFTER RECIEPT OF ORDER

_____ CALENDAR DAYS

WARRANTY:

(Attach mfg.'s written statement)

Appendix A

**Specifications for Type BCE Angle Frame Steel Bleacher
(Existing on site)**

Size: Type BCE Angle Frame – lea. 10 Row x 93'-0" as manufactured by Sturdisteel Company, Waco, Texas. Minimum gross seating capacity 620 seats.

Erection: Bleacher shall be designed to allow simple field erection, and complete, detail erection drawings and instructions shall be furnished.

Design: The design shall be in accordance with the best engineering and shop practice. The stands shall be capable of supporting in addition to their own weight, a uniformly distributed live load of not less than 100 pounds per square foot of gross horizontal projected area, a lateral sway load of 24 pounds per linear foot of seat board, a transverse sway load of 10 pounds per linear foot, and a wind load of 30 pounds per square foot of vertical surface. All seats and foot board members shall be designed for live loads of not less than 120 pounds per linear foot of board. Under these loads, stresses in steel members shall not exceed those specified by the American Institute of Steel Construction, and stresses in aluminum members shall not exceed those specified in the Specifications for Aluminum Structures. Only new materials shall be used, and stand shall be constructed in such a manner as to assure alignment of all parts. Stringers shall be set uniformly 6'0" center to center.

Dimensions: Bleacher dimensions are as follows;

1. Rise per row 8"
2. Height of seats above footrest 17"
3. Depth per row 24"

The design shall be such to allow adequate foot space under each seat board.

Seat and Footboards: Seat boards and footboards shall be made of aluminum. Aluminum seat boards shall be 10" (nominal) anodized aluminum, and have a minimum wall thickness of .080", lighter gauge not acceptable. Aluminum footboards shall be 10" (nominal) mill finished aluminum with a minimum wall thickness of not less than .080". All end caps shall be form fitting. End caps attached with drive rivets. The adjoining ends of the boards shall be flush. All footboards shall be above stringers.

Deck Arrangement:

- (1) – 2"x10" seat anodized
- (2) - 2"x10" footboards mill finish
- (1) – 1"x8" riser board anodized at all rows

Railings: Two (2) line aluminum pipe rail w/9 ga. Galv. Chain link fence shall be furnished at the back, front and each side of bleacher. A 2x6 kick plate will run the length of walkway. Railings shall not be less than 3'6" high above the front of the nearest seat or walkway. Railings

shall be capable of safely sustaining a horizontal thrust of 50 pounds per lineal foot applied at right angles to the top rail, and 100 pounds per lineal foot of vertical load.

Aisle Steps: Aisle steps 60" wide w/mid-rails
(3ea required)

Finish: All fabricated steel members shall be thoroughly cleaned and hot dip galvanized after fabrication to ASTM A123 Spec., bolts shall be hot dip galvanized or cadmium plated.

Elevated Front Walkway: A front walkway not less than two feet six inches above ground level shall extend the entire length of the bleacher. Walkway shall be a minimum of 60" clear width and shall be decked with 2x10 mill finished which for uniformity and simplicity of erection, shall be identical to and provided at each end and one off the front of the walkway at each aisle. A four (4) line angle rail shall extend down each side of exit steps.

Mudsills: All stands shall have (1) 2"x8" Wolmanized southern yellow pine mudsill at every point where steel would otherwise be in contact with the ground. Maximum soil bearing pressure shall be 1200 pounds per foot squared.

Ramps: One (1) handicap ramp will be furnished as per drawing. Ramp and handicap spaces will be furnished as per code.

Appendix B

ITB 0142007 Mailing List

- (1) Dant Clayton Corporation
PO Box 740008
Louisville, KY 40201-7408

- (2) Dave York Sports, Inc.
20 Oak Tree Lane
Louisville, KY 40245

- (3) Gallivan Enterprises, Inc.
64 Alden Street
Foxboro, MA 02035

- (4) Architectural School Equipment
439 Beccaris Drive
Rollinsford, NH 03869

- (5) New England Recreational Group
203 S.W Cut Off
Northboro, MA 01532