

INVITATION TO BID NUMBER 142008

RETURN THIS BID TO:

**Attention ITB 142008/Community Services
Apparel Embroidery
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/05/08

ITB TITLE: Community Services Apparel Embroidery

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 MAY 20th, 2008 AT 11:30AM 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 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 contracting for Apparel Embroidery services with the Town of Scarborough's Community Services Department. The Town of Scarborough is seeking a one year contract but reserves the right to extend the contract at the same pricing for one additional year upon mutual agreement with the selected vendor.

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. 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 AND STATE TAX: The Town of Scarborough is exempt from all Federal and State Taxes.

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

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 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 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 Town of Scarborough must be named as an additional insured in the policy. 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 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.

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.

CONTRACT PERIOD: July 1st, 2008 to June 30th, 2009 with the option to extend as outlined on page 2.

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.

SAMPLES REQUIRED: At the discretion of the Community Services Director and upon his request, the contractor will be required to submit samples of the T-Shirts with screen printing 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. An award will then be made to the next low bidder.

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.

DELIVERY TIME: The elapsed time between the time the Town places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

F.O.B. POINT: The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the Town's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the Town's invoice.

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.

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 term of the contract by the Community Services Department on an as needed basis.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner. Unless otherwise specified, press work and composition will be of a good quality; producing a clean, clear, sharp impression. The contractor will be held responsible for the quality of the finished work. If any job is rejected because of error attributable to the contractor or authorized subcontractor, the Town may, at its option, receive a no cost reprint, negotiate a lower price, or hold the contractor in default.

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.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. To be considered responsive, the bidder must meet the specifications, terms, and conditions of this ITB and the bid must be determined to be responsible. This determination may be determined by (but not limited to) past experience with the bidder (if applicable), references, and jobs of similar size and scope.

The Town of Scarborough reserves the right to accept or reject any and all bids, portions of bids or Alternates and to take any combination of such when it is deemed in the best interest of the Town.

ETHICAL SOURCING: The Town of Scarborough strives to purchase products from vendors who comply with United Nations (UN) and International Labor Organization (ILO) core labor conventions. The Town may request information from vendors regarding workplace practices and reserves the right to discontinue business with vendors who do not comply with such requests or who do not adhere to applicable legal requirements and trade agreements. **Appendix A** contains the Town of Scarborough's Ethical Sourcing Policy. By signature on the bid schedule page, you are acknowledging having read the Policy and certify you are in compliance with its conditions. Contained in **Appendix B** is the disclosure form you will be asked to complete in its entirety to provide proof of compliance.

SPECIFICATIONS

Town wishes for pricing on the following **EMBROIDERED** items for the Summer Recreation Day Program Counselors (Adult apparel).

This is a sampling of an order with quantity and size. The brand is indicated and all bidders are asked to bid on the specific brand indicated for evaluation purposes. The Town reserves the right to change the brand should the bidder awarded the contract provide a more feasible alternative.

Style #99299 (Men's) Shirts in Midnight; IZOD

- (4) Adult Medium
- (7) Adult Large
- (8) Adult X-Large
- (4) Adult 2X-Large

Style #1293 (Women's) Shirts in Midnight; IZOD

- (4) Adult Small
- (17) Adult Medium
- (9) Adult Large
- (8) Adult X-Large
- (4) Adult 2X-Large

Style #9904 Jackets from Charles River Apparel in Maroon/Black

- (4) Adult Small
- (18) Adult Medium
- (18) Adult Large
- (17) Adult X-Large
- (7) Adult 2X-Large
- (1) Adult 3X-Large

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 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: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ITEM 1A. Price per Program Counselor Embroidered T-Shirt

\$ _____

ITEM 1B. Price per Program Counselor Embroidered Jacket

\$ _____

COMPLETION AFTER RECIEPT OF EACH REQUEST

_____ **CALENDAR DAYS**

ITB 142008 Mailing List

1. Wright Stuff Sports
Attn: Tom Wright
PO Box 38
Nobleboro, ME 04555

2. Wight's Sporting Goods
930 Stillwater Avenue
Bangor, ME 04401

3. Gee & Bee Sporting Goods
Attn: Sandy Helman
190 Mt. Auburn Avenue
Auburn, ME 04210

4. Pleasant Hill Embroidery
Attn: Tim O'Brien
20 Pond View Road
Scarborough, ME 04074

5. East Shore Studio
10 Dana Street
Portland, ME 04101

APPENDIX A – TOWN OF SCARBOROUGH ETHICAL SOURCING POLICY

PURPOSE

The purpose of this Section is to put forth standards which favor those retailers, suppliers, wholesalers, distributors and manufacturers who at a minimum, operate in accordance with established codes and conventions of the United Nations (UN) and the International Labor Organization (ILO). It demonstrates a commitment to sustainability by seeking to ensure safe and healthy workplaces for the people who provide products for the Town of Scarborough, where human and civil rights are respected.

POLICY STATEMENTS

- (1) The Town of Scarborough will:
 - (a) Ensure that its Ethical Purchasing Policy is reviewed regularly and require compliance with UN and ILO core labor conventions.
 - (b) Share information with current and future suppliers so they are aware of the Town's expectations in terms of product certification and workplace practices.
 - (c) Rely on a combination of approved external independent certifications, supplier disclosures and certifications, and public disclosure of information factory and production facilities, to ensure that suppliers comply with this policy.
 - (d) Evaluate and accept on a case-by-case basis any instances where it is reasonably determined Town or supplier practices may differ from policy so long as the purpose and spirit of the policy is always upheld.
 - (e) Reserve the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance.
 - (f) Where opportunities exist (or are emerging) work collaboratively with other municipalities on monitoring and verification processes.
 - (g) Adhere to all applicable legal requirements and trade agreements.
- (2) Reporting and Evaluation
 - (a) Application of the Town's Ethical Purchasing Policy will be monitored by the Purchasing Agent or designee who, upon request of the Town Manager, will annually report to Town Council on implementation progress, financial implications, supplier compliance, complaints and remediation activities, supplier feedback, and other stakeholder input. Where the Town has knowingly entered into, or maintained, contracts with suppliers and their subcontractors who do not fully comply with the Ethical Purchasing Policy, these exceptions will be reported to the Town Council along with a rationale for maintaining the ongoing relationship.
- (3) Review
 - (a) The Purchasing Agent or designee will be responsible for reviewing the Ethical Purchasing Policy annually and upon request, report findings to the Town Council annually. Through consultations with key stakeholders (suppliers, subject experts, Town staff, etc.) the Purchasing Agent will identify and recommend revisions to the Ethical Purchasing Policy.

APPENDIX B

**TOWN OF SCARBOROUGH, MAINE
DISCLOSURE OF MANUFACTURER'S WORKING CONDITIONS**

Vendor's Name _____	
Address _____	
Telephone _____	Email _____
Website _____	
Information Provider –	Name _____ Title _____

SOURCE OF PRODUCTS

Manufacturer _____ Website _____

Address _____

Contact Person _____ Telephone _____ Email _____

Products Provided _____

The following information must be provided by an official representative of the production facility where the above product(s) are produced:

Production Facility _____ Website _____

Address _____

Contact Person _____ Telephone _____ Email _____

1. Does the production facility comply with applicable laws of the country of origin? Yes ___ No ___
2. Is there any known child, forced, or indentured labor within the production facility? Yes ___ No ___
3. Are employees free to speak up about working conditions without fear of reprisals? Yes ___ No ___
Are worker's unionized? Yes ___ No ___
4. The average wage for full-time production workers at the facility is _____ excluding benefits.
5. Do full-time production workers receive health insurance? Yes ___ No ___
6. Comments (e.g., other benefits, health and safety, environmental issues) _____

Verified by (production facility information provider)

Name _____ Title _____

Signature _____ Date _____

Note: This form is to be submitted with any bid proposal solicitation or as directed by the Town's Purchasing Agent or Department making an apparel purchase. Additional pages can be attached if necessary.