

INVITATION TO BID NUMBER 0112006

RETURN THIS BID TO:

**Attention ITB #0112006/Track Refurbish
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/04/06

ITB TITLE: Track Refurbish & Expansion of Existing Track Facility

SITE INSPECTION IS ENCOURAGED, SEE PAGE #7 FOR INSTRUCTIONS.

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE BY 11:00AM ON MAY 22nd, 2006, 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.

DELIVERY DATE: On or before May 22nd, 2006.

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the Town’s web site, you must register with the Purchasing Agent to receive subsequent amendments.

BIDDER’S NOTICE: By signature on this bid, the bidder certifies that:

- (1) ***Where applicable*** the bidder has a valid Maine business license and has written the license number below or has submitted one of the following forms of evidence of a Maine business license with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State’s business license office;
 - a receipt from the State’s business license office for the license fee;
 - a copy of the bidder’s valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Maine;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued there under by the State and Federal Government; and
 - All terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the Town will reject the bid. If a bidder fails to comply with (2) of this paragraph, the Town may reject the bid, terminate the contract, or consider the contractor in default.

BIDDERS WITH DISABILITIES: The Town of Scarborough complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Community Services at one of the following numbers no later than May 19th, 2006 to make any necessary arrangements.

Telephone: (207)730-4150

Fax: (207)730-4151

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the Town to reject the bid or proposal as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that:

- 1) the bidder is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 2) if the bidder is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the bidder's policy against human trafficking must be submitted to the Town of Scarborough prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>.

Failure to comply with this requirement will cause the Town to reject the bid or proposal as non-responsive, or cancel the contract

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the refurbishing and expansion of the existing track facility at the Oak Hill Sports Complex in the Town of Scarborough, Maine for the Department of Community Services. The contract will commence upon completion of synthetic turf installation (target completion of August 12th).

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 notice of the Town's intent to award a contract(s) to the bidder(s) will be indicated thereafter. 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.

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 and/or DAMAGED GOODS: 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 e, 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 \$1,000,000 on account of one occurrence and \$1,000,000 aggregate limit.
2. For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
3. An umbrella policy in the amount of \$1,000,000 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. A bidder's failure to comply with this clause, within the time set by the Town, will cause the Town to consider the offer non-responsive and 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: It is the intent of the Town of Scarborough for this contract to commence upon completion for the turf field and end upon completion of the project which shall be on or before August 25th, 2006.

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.

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.

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.

LIQUIDATED DAMAGES: Late completion of this project will cause the Town to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the Town damages at the rate of \$1,000 dollars per day for each calendar day beyond the delivery date called for in the ITB.

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.

SITE INSPECTION: Bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to

visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting; Bruce Gullifer, Community Services Director, at telephone number (207)730-4150. The contact person is only empowered to allow bidders to view the work site. Any questions the bidders have must be directed to the Purchasing Agent. The contact person cannot and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB.

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 Town seeks a warranty on product against faulty materials and workmanship for a minimum period of at least 5 years, **however will entertain what the contractor deems as feasible.** 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 Track 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 face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

SERVICE SCOPE OF WORK: The contractor is asked to provide a price for the refurbishing and expansion of the existing track facility. Upon completion of the artificial field, both end

zones being built and the three new field event runways, the vendor is to patch worn areas of the track oval and furnish and install a primer spray, 2 layers of 1-3 black rubber bound by binder and 2 top coat sprays for UV protection. The contractor is to layout and stripe all lane and field event markings as recommended by NFSHSA. The vendor will be asked to meet with track coaches to insure that any specific needs or requests are included in the stripe layout.

On the new paved areas (end zones, field event runways), the vendor is to furnish and install 3/8" Black Plexipave Lightning or equivalent brand per the specifications of the respective manufacturer.

Any administrative or support work should be considered the responsibility of the contractor. Administrative services in support of any project undertaken, may include, but not be limited to: community relations, attendance at meetings to include weekly site meetings, word processing services and administrative support, field data acquisition, preparation of drawings, specifications, reports, recommendations, submission of samples, and shop drawings, and other documents.

The contractor will be responsible for taking great care to not damage the new field 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 this new surface.**

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the Town to issue a Service Deficiency Claim to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the Town, in writing, of the corrective action being taken.

If a deficiency is not corrected within a reasonable amount of time from the time it is issued, the Town may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the Town for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs, it will be grounds for the Town to declare the contractor in default.

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.

CONTRACT INTENT: 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 with adjacent turf installations

ADDITIONAL INFORMATION: The State of Maine Department of Environmental Protection's approval of this project (L-16166-22-J-A/L-16166-TG-K-N) for the Town of Scarborough is available upon request.

SPECIFICATIONS

The successful bidder shall adhere to the following specifications. If the bidder does not meet any of these specifications, they shall be listed as exceptions to the bid:

- a. Furnish all required labor, materials, equipment implements, parts and supplies necessary for, or appurtenant to, the resurfacing of the track.
 - b. Quality Assurance – The work shall conform to the USTC & TBA’s standards for track construction. The track surface will be applied by a licensed firm, which has been installing the material for the past five (5) years.
 - c. Guarantee – The contractor is to provide a written guarantee against defective materials or faulty workmanship for a period of up to 5 years. The Town will consider other warranty offers.
 - d. Job Conditions – Resurfacing shall not be done if a threat of freezing exists within the next 24 hours, rain is imminent or gusting winds are forecasted. While surfacing and striping are being done, sprinkler systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces. Other trades, school district personnel and students must stay off the wet or curing surfaces.
- 1) Track systems shall be latex systems or equivalent. Installed depth of all systems, will be 3/8” to 1/2”.
 - 2) Latex track surfacing systems shall be available in black. It shall be mixed and installed on-site.
 - 3) The base must be properly cured in accordance with all general specifications referenced above prior to the application of the synthetic surface.
 - 4) The base shall be inspected for conformity to allow tolerances for inclination. Also, the surface shall not deviate more than 1/4” in 10’ from the specified grade when checked with a 10’ straightedge in all directions. The surface should also be flooded with water to detect low areas.
 - 5) The area to be resurfaced shall be clean and free of any loose or foreign particles prior to the synthetic surface installation.
 - 6) A primer or K coat may need to be applied to the asphalt or concrete base in accordance with the system specifications. Some systems will not require this primer coat.
 - 7) The track surface shall be installed in strict compliance with the manufacturer’s specifications. All equipment is to be kept clean. All daily work shall be finished in a uniform manner. All

cured joints are to be properly prepared prior to commencement of new work. All layers are to be properly cured prior to subsequent applications.

8) Delaminating surfaces – Any surfaces not adhered to the concrete or asphalt substrate need to be removed. If only a few small areas are involved, they can be patched with an appropriate compatible material. If large sections are loose and adjacent areas can be easily pulled loose, the entire surface should be removed.

9) Leveling Course(s) – Contractor shall flood track, mark and fill all water-holding depressions with the leveling course mixture.

10) Striping – AEPA member personnel will be consulted to determine the placement of the finish line(s), events to be run, location of lane numbers and any other painted markings. A computerized set of calculations will be created to enable accurate layout of the selected markings. Layout of kings will be done with a steel tape calibrated to .01". The markings on the curve will be sighted-in with a theodolite capable of direct reading to 20 seconds of arc. Markings shall conform to NFSHSA, NCAA or AAU regulations. The paint shall be semi- gloss urethane compatible with the surface. The contractor will supply a scaled drawing of all markings. All calculations, measurements and markings will be done by qualified and experienced specialists with a minimum of three (3) years of experience in this field. All markings shall be painted, using an application process applied at approximately 200 to 250 square feet per gallon of paint.

The Town will consider alternate or contractor specific plans which will best meet the needs of the Facility. Contractors are encouraged to provide their unique perspective on the project as they see fit. Specifications are proposed as a benchmark; however it recognizes the expertise of each individual contractor. The Town will select the contractor who exhibits this expertise to best meet the requirements of this 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 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.

ATTACH THIS SHEET TO THE ORIGINAL COPY OF YOUR PROPOSAL

BID SCHEDULE (cont.)

THIS PAGE MUST BE INCLUDED

ITEM 1. PRICE FOR REFURBISHING AND EXPANDING EXISTING TRACK FACILITY for the Oak Hill Multi-Purpose Project, as specified in ITB requirement.

\$ _____

PROJECT COMPLETION AFTER RECIEPT OF ORDER

_____ CALENDAR DAYS

WARRANTY:

_____ (Attach mfg.'s written statement)

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 resurface of the Track consistent with the specifications. Project is scheduled for summer 2006. As stated in the ITB, this project will commence upon completion of the Artificial Field project. IF as scheduled the track project must be completed by August 25th, 2006 or penalties will be administered.

Issue Invitation to Bid (ITB):	Monday, May 4 th , 2006
Proposals Due:	Monday, May 22 nd , 2006
Vendor interviews (if necessary)	Week of May 8 th , 2006
Selection of Vendor:	TBD
Vendor to completely furnish and Complete Track Resurface by:	Week of August 25th, 2006