

TOWN OF SCARBOROUGH



INVITATION TO BID NUMBER 072010

RETURN THIS BID TO:

Attention: Keith Matherne/ITB #072010
PO Box 360
259 US Route One
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 07/30/09

ITB TITLE: SPRINKLER TRAILER FOR TOWN OF SCARBOROUGH FIRE DEPARTMENT

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 AUGUST 21ST, 2009 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 04074 IN THE TOWN MANAGER'S CONFERENCE ROOM, MAIN LEVEL.
F.O.B. POINT IF MAILED: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

LATE BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING TO KEITH MATHERNE, PURCHASING AGENT, AT (207) 730 4167 (FAX) 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 OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.

KEITH L. MATHERNE
PURCHASING AGENT

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CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of **ONE (1) HEAVY DUTY ENCLOSED GOOSENECK TRAILER** as specified for the Town of Scarborough's Fire Department (hereinafter referred to as "Town"). The trailer will be used to construct a sprinkler and fire alarm training aid that will travel to fire departments for local classes throughout the State of Maine.

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 for award are 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, 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 is exempt from all Federal Excise Tax.

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

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 within the Town of Scarborough. The Town will provide the contractor with written notice when damaged goods are received. The Town may choose to 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 and copies of the actual policies must be furnished to the

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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 and copies of the actual policies 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. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

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. 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. 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. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier 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.

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AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

BRAND AND MODEL OFFERED: Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternate to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items not specific but meet minimum requirements to the Town's Bid Specifications.

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.

NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment 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 equipment. It is the contractor's responsibility to ensure that each piece of equipment 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. ***The Equipment offered must have been for sale to the general public for a period of not less than five years. Exceptions should be noted clearly.***

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the

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accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

INSPECTION: Equipment offered will be subject to inspection and approval by the Town prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

ALTERATIONS: The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

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 equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order.

F.O.B. POINT: The F.O.B. point for all items purchased under this bid 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 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.

TRAINING: With any new piece of equipment and/or where applicable, the Town requires training from factory-trained personnel for mechanics and operators. If applicable to the purchased equipment, In-depth training for trouble-shooting and electrical schematic diagram analysis is required for our mechanics. Training can be provided at our facility, or, with arrangements made, conducted at the vendor's facility.

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

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

WORKMANSHIP & MATERIALS: All work and/or fabrication 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 agreed upon specifications of the ITB (post award). Rejected items will be returned to the contractor at the contractor's risk and expense.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder as noted below (**EVALUATION CRITERIA**). The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities and the right to inspect the equipment prior to delivery.

EVALUATION CRITERIA: The Town intends to evaluate each bid based on the following specifications. The bid which meets these specifications best will be the lowest, most responsive bid. Alternate proposals to the specifications listed below should be noted so that the Town may make a fair assessment of the bid. **ALTERNATE SPECIFICATIONS WHICH ARE CLEARLY STATED WILL NOT DISQUALIFY A BIDDER.**

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

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

The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on August 19th, 2009 to the Attention of Keith Matherne, Purchasing Agent by fax (207 730-4167) or email to kmathern@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.

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SPECIFICATIONS

The Town of Scarborough is soliciting proposals for a heavy duty enclosed gooseneck trailer that will be used to construct a sprinkler and fire alarm training aid that will travel to fire departments for local classes throughout the State of Maine. This proposal will be to provide the trailer including framing the petitions to form 7 rooms or spaces (including the gooseneck area) and other details as noted below. The installation of the sprinkler and alarm system components not specifically noted below will be furnished under a separate proposal and contract.

Trailer Specifications:

1. Overall Dimensions & Construction

- 1.0. 32' overall length gooseneck trailer (24' main section with 8' gooseneck), 10' overall height, 102" overall width**
- 1.1. Exterior construction shall be aluminum or composite materials that are non-corrosive and easily maintainable. The use of steel is unacceptable except for the structural frame, cross members, and axles**
- 1.2. Frame shall be full length, engineered to meet the requirements of the project and GVW rating of the trailer. A detailed description of the frame construction shall be included in the proposal.**
- 1.3. There shall be tandem axles each with a minimum 7,000 lb. capacity, electric brakes, and a manual break away system.**
- 1.4. The interior of the main section of the trailer will be petitioned as noted below in Section 2 Compartments. Interior petitions shall be designed and framed for heavy duty use including supporting the weight of the installation of sprinkler and fire alarm system components. All interior wall finishes are to be covered with a water-proof, and easily cleanable surface such as Kemplite, Fiberglass, or other suitable material which should be clearly indicated in the proposal along with the proposed petition framing detail.**
- 1.5. Floor surfaces of all interior compartments shall be of a non-slip, no seam design extending 6" up the interior wall finish to insure a water proof compartment.**
- 1.6 The roof system shall be of a seamless design to prevent leakage over the life of the trailer.**

2. Compartments

- 2.0. G – Gooseneck compartment shall include a hinged lockable access door at least 24" x 24" on each side of the trailer as well as a full height interior access door from compartment F. This compartment shall be ventilated and will house the generator. Provisions shall be made to vent the generator exhaust through the exterior wall of the gooseneck compartment.**

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- 2.1. **F – Alarm Room compartment will be a full width compartment approximately 70” x 96” with hinged lockable 32” wide x 80” high access doors with a window on each side of the trailer. These doors will include a hold open locking mechanism. The finish on the interior and exterior of the doors shall be no-maintenance, water-proof, and similar to the exterior and interior finish of the compartments as noted in section 1.4. The locks on these doors as well as the ones for compartment B and G shall be keyed alike.**
- 2.2. **D – Dry Sprinkler System compartment will be a ½ width compartment approximately 70” x 48” with a 48” wide x 80” high roll-up style locking aluminum door assembly. The locks on all roll-up doors in compartments D, W, R, & S will all be keyed alike.**
- 2.3. **W – Wet Sprinkler System compartment will be a ½ width compartment approximately 70” x 48” with a 48” wide x 80” high roll-up style locking aluminum door assembly.**
- 2.4. **B – Wet Sprinkler Demonstration Room will be a full width compartment approximately 70” x 96” with hinged lockable 32” wide x 80” high access doors with a window on each side of the trailer. These doors will include a hold open locking mechanism. The finish on the interior and exterior of the doors shall be no-maintenance, water-proof, and similar to the exterior and interior finish of the compartments as noted in section 1.4. This compartment shall also include a fixed pane Lexan viewing window centered in the rear wall of the trailer. This window shall be as large as possible to provide maximum view of the demonstration area.**
- 2.5. **S – Stand Pipe System compartment will be a ½ width compartment approximately 70” x 48” with a 48” wide x 80” high roll-up style locking aluminum door assembly**
- 2.6. **R – Residential Sprinkler System compartment will be a ½ width compartment approximately 70” x 48” with a 48” wide x 80” high roll-up style locking aluminum door assembly.**

3. Electrical

- 3.0. **A 5 KW Honda generator with remote electric start controls, battery, and battery charger will be provided, wired, and installed in compartment G.**
- 3.1. **A shore power connection will be furnished to run the 120 volt system and trickle charge battery charger.**
- 3.2. **The 120 volt, 20 amp shore line system shall be controlled by an automatic transfer switch and be capable of running the electrical needs of the trailer without running the generator.**
- 3.3. **A main electrical distribution panel shall be mounted on the front wall of compartment A along with the generator controls. The distribution panel shall have a capacity of at least six more breakers than required for the equipment specified in this proposal to accommodate future needs.**
- 3.4. **There shall be two (2) 120 volt exterior duplex outlets with GFI protection, one located on each side of the trailer centered on the main body of the trailer.**
- 3.5. **All wiring, electrical work, and fixtures must meet the National Electric code (NEC) standards.**

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3.6. All wiring shall be run in conduit.

3.7. Interior lighting shall be provided in all compartments wired back to the distribution panel in compartment A. Lighting fixtures shall be 2' fluorescent water proof fixtures with cold start ballasts recessed into the ceiling. A sufficient quantity of fixtures shall be installed in each compartment to provide an acceptable level of lighting to read and interpret gauges and displays.

3.8. Exterior 12 volt lighting shall be LED style and shall include sufficient quantity and reflectors to meet US ICC requirements

3.9. There shall be a total of eight (8) 120 volt, 150 watt, scene lights. Three located on each side and two located on the rear of the trailer. These lights shall be wired to that each side of the trailer is switched separately.

4. Miscellaneous

4.0. Full length awnings shall be provided on both sides and the rear of the trailer.

4.1. Two heavy duty hydraulic trailer jacks shall be installed on the front

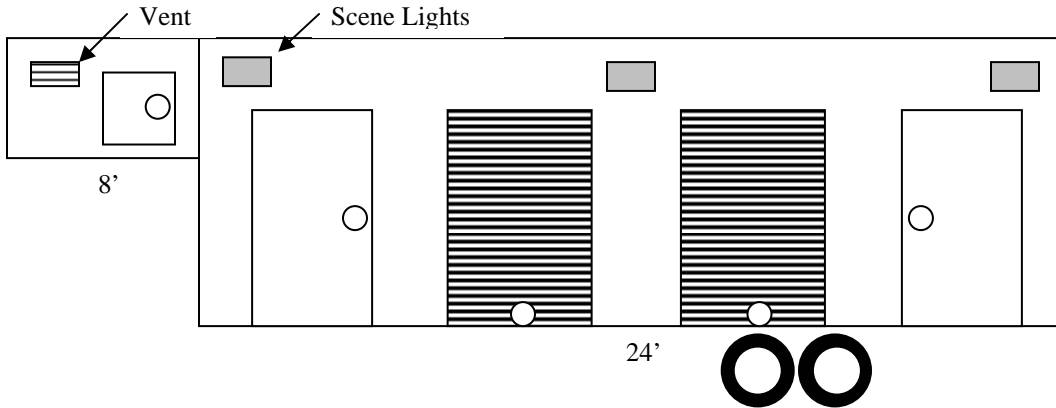
4.2. Two heavy duty hydraulic stabilizer jacks shall be installed on the rear

4.3. There shall be a drain system including a 4" x 2" PVC floor drain with grate in each compartment with the exception of compartment G. The drains shall be plumbed through the floor and into a master 3" PVC drain designed to collect and dump drain water at the rear of the trailer. This drain shall include a cap and ¼ turn valve to control the drain discharge.

4.4. Heavy duty access steps shall be provided for access to each compartment. The specific design and details of these access steps shall be included with the proposal. The design and storage of these steps must prevent damage and provide convenient storage during transport.

4.5. A spare full size matching tire and wheel shall be provided along with a mounting bracket. The mounting bracket and proposed mounting location shall be clearly outlined in the proposal.

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G Gooseneck	Alarm Room F Front	D Dry	W Wet	Wet Room B Back
		R Residential	S Stand Pipe	

Conceptual elevation and floor plan of compartments with approximate dimensions - not to scale

-END SPECIFICATIONS SECTION-

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BID SCHEDULE

ALTERNATE BIDS of new and unused equipment that meets or exceeds our specifications are acceptable. The unit must be a current model that has been for sale to the general public for a period of not less than five years.

ONE (1) HEAVY DUTY ENCLOSED GOOSENECK TRAILER AS SPECIFIED OR PROPOSED BY VENDOR

\$ _____

DELIVERY TIME AFTER RECEIPT OF ORDER:

>>> NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.

SIGNED: _____

DATE: _____

COMPANY: _____
Corporation, Firm, or Company

ADDRESS: _____
Street/PO Box

City State ZIP

TELEPHONE: (_____) _____ FAX: (_____) _____

EMAIL: _____