



TOWN OF SCARBOROUGH

Fire Department
259 US Route One
Scarborough, ME 04070-0360

Request for Proposal

RFP 082010

Date of Issue: August 4, 2009

Title and Purpose of RFP: On-Duty Uniforms for Scarborough Fire Department

Important Notice: If you received this solicitation from the Town of Scarborough's web site, you must register with the Purchasing Department to receive subsequent amendments. Registration can be completed online at <http://scarborough.munisselfservice.com/>

A handwritten signature in black ink, appearing to read "Keith L. Matherne".

KEITH L. MATHERNE
PURCHASING AGENT

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

	Page
1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals	4
1.02 Contract Term and Work Schedule.....	4
1.03 Purpose of the RFP.....	4
1.04 Budget.....	4
1.05 Required Review.....	5
1.06 Questions Received Prior to Opening of Proposals	5
1.07 Amendments.....	5
1.08 Alternate Proposals.....	5
1.09 Right of Rejection.....	5
1.10 Town Not Responsible for Preparation Costs.....	5
1.11 Disclosure of Proposal Contents.....	6
1.12 Bidder's Certification	6
1.13 Conflict of Interest	6
1.14 Solicitation Advertising.....	6
1.15 Assignment	6
1.16 Dispute Resolution.....	6
1.17 Severability.....	7

SECTION TWO

Standard Proposal Information

2.01 Authorized Signature.....	7
2.02 Site Inspection.....	7
2.03 Amendments to Proposals.....	7
2.04 Supplemental Terms and Conditions.....	7
2.05 Clarification of Offers.....	7
2.06 Discussions with Bidders	8
2.07 Evaluation of Proposals	8
2.08 Federal Tax ID	8
2.09 F.O.B. Point.....	8
2.10 Contract Negotiation	8
2.11 Failure to Negotiate.....	8
2.12 Notice of Intent to Award.....	9
2.13 Samples Required.....	9

SECTION THREE
Standard Contract Information

3.01 Contract Approval 9
3.02 Proposal as a Part of the Contract..... 9
3.03 Additional Terms and Conditions 9
3.04 Insurance Requirements.....9
3.05 Bid Bond - Performance Bond 9
3.06 Contract Funding..... 10
3.07 Proposed Payment Procedures 10
3.08 Termination for Default..... 10

SECTION FOUR
Background Information

4.01 Background Information 10

SECTION FIVE
Garment Requirements

5.01 Intent 10
5.02 Garment Details 11

SECTION SIX
Proposal Format and Content

6.01 Proposal Format and Content..... 11
6.02 Introduction 12
6.03 Content..... 12

SECTION SEVEN
Evaluation Criteria and Vendor Selection

7.01 Quality 12
7.02 Cost 12
7.03 Compliance with Town’s Purchasing Ordinance Section 11 13
7.04 Delivery Time 13

SECTION EIGHT
Attachments

8.01 Appendix A – Indemnification and Insurance 14
8.01 Appendix B – Ethical Purchases and Procurement Process..... 16
8.01 Appendix C – Sample Agreement..... 18

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

*****This is not a public bid opening*****

Bidders must submit three (2) copies of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: ***Keith L. Matherne, Purchasing Agent***
Request for Proposal (RFP) Number: ***082010***
FIRE DEPARTMENT UNIFORM GARMENTS
PO BOX 360
259 US Route One
Scarborough, ME, 04070-0360

Proposals must be received no later than 3:00 P.M., EDT on **August 27, 2009**. Faxed and/or emailed proposals are not acceptable.

A Bidders failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Contact info:

Keith L. Matherne, Purchasing Agent
EMAIL - [***kmathern@ci.scarborough.me.us***](mailto:kmathern@ci.scarborough.me.us)
PHONE ***207-730-4089*** - FAX ***207-730 4167***

The Preferred method of contact is via email.

1.02 Contract Term and Work Schedule

The Town of Scarborough on behalf of its Fire Department will negotiate for a one year contract with an agreed upon renewal option. Uniforms will be ordered on an as needed basis throughout the year.

1.03 Purpose of the RFP

The Fire Department for the Town of Scarborough, is soliciting proposals for furnishing uniform garments for employees of the department to wear when on-duty. The bid price should reflect the appropriate discount for the volume of purchases required and identified in this RFP.

1.04 Budget

Approximately \$20,000 dollars is budgeted annually for expenses related to On-Duty Uniforms for staff.

1.05 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent at least five (5) days before the proposal deadline. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of bidder's proposals upon which award could not be made.

1.06 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Purchasing Agent.

Two types of questions generally arise; (1) may be answered by directing the questioner to a specific section of the RFP; and (2) such questions that are more complex and require a written amendment to the RFP. The Fire Chief and Purchasing Agent will make such determinations.

1.07 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

1.08 Alternate Proposals

Bidders may submit one alternate proposal in addition to their primary proposal for evaluation.

1.09 Right of Rejection

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, to waive any minor discrepancies or technicalities, to further negotiate with any bidder, and the right to inspect the garments offered in the bidders proposal prior to entering into a contract.

Bidders must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities that may be waived by the Purchasing Agent:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

1.10 Town Not Responsible for Preparation Costs

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the bidder requests, in writing, that the Purchasing Agent does so, and if the Purchasing Agent agrees, in writing, to do so. Material considered confidential by the bidder must be clearly identified and the bidder must include a brief statement that sets out the reasons for confidentiality.

1.12 Bidder's Certification

By signature on the proposal, bidders certify that they comply with:

- (a) All applicable Federal, State and local laws, ordinances, rules and regulations;
- (b) All terms and conditions set out in this RFP;
- (c) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) That the offers will remain open and valid for at least 90 days; and

If any bidder fails to comply with [a] through [d] of this paragraph, the Town reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.13 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Town of Scarborough) and, if so, the nature of that conflict. The Town Manager or his designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the bidder. The Town Manager's determination regarding any questions of conflict of interest shall be final.

1.14 Solicitation Advertising

Public notice has been provided in accordance with the Town Purchasing Ordinance.

1.15 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Fire Chief and/or Purchasing Agent.

1.16 Dispute Resolution

Any controversy or claim arising out of or related to this Proposal and subsequent Contract that cannot be resolved between the Town and Bidder shall be submitted to the Superior Court for Cumberland County, Maine.

1.17 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the bidder to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the deadline for submittals date.

2.02 Site Inspection

The Town may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its proposal rejected, to provide the Town reasonable access to relevant portions of its facilities.

2.03 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Town's request.

2.04 Supplemental Terms and Conditions

Proposals must comply with Section **1.09 Right of Rejection**. However, if the Town fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP, or that diminishes the Town's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the Town's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Agent, Fire Chief or the proposal evaluation committee are permitted with a bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Purchasing Agent, Fire Chief or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.06 Discussions with Bidders

The Town may conduct discussions with bidders. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Agent, Fire Chief or evaluation committee. Discussions will only be held with bidders who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Agent, Fire Chief, or evaluation committee. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Agent may set a time for best and final proposal submissions from those bidders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a bidder does not submit a best and final proposal or a notice of withdrawal, the bidder's immediate previous proposal is considered the bidder's best and final proposal.

2.07 Evaluation of Proposals

The Purchasing Agent, Fire Chief, or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.08 Federal Tax ID

A valid Federal Tax ID, *if applicable* must be submitted to the Town if so requested.

2.09 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location in the Town of Scarborough.

2.10 Contract Negotiation

After final evaluation, the Purchasing Agent, Fire Chief or evaluation committee may negotiate with any bidder whose proposal is in the best interest of the Town. Negotiations, if held, shall be within the scope of the request for proposals. If the highest-ranked bidder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Town may terminate negotiations and negotiate with the bidder of the next highest-ranked proposal.

Contract negotiations will take place in **Scarborough, ME**; therefore the bidder will be responsible for their travel and per diem expenses.

2.11 Failure to Negotiate

If the selected bidder

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the bidder and the Town, after a good faith effort, simply cannot come to terms,

The Town may terminate negotiations with the bidder initially selected and commence negotiations with the next highest ranked bidder.

2.12 Notice of Intent to Award — Bidder Notification of Selection

After the completion of contract negotiation the Purchasing Agent will issue a written Notice of Intent to Award and send copies to all bidders. This will set out the names of all bidders and identify the proposal selected for award.

2.13 Samples Required

As part of the evaluation process, the Town may request samples of the proposed garments. Bidders who do not provide samples in a timely fashion as required by the Town may have their proposals rejected for non-responsiveness.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Approval

This RFP does not, by itself, obligate the Town. The Town's obligation will commence when the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the contractor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date agreed upon.

3.02 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into any resulting contract.

3.03 Additional Terms and Conditions

The Town reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.04 Insurance Requirements

Insurance requirements are contained in APPENDIX A. Objections to any of the requirements in APPENDIX A must be set out in the Bidder's proposal.

3.05 Bid Bond - Performance Bond

Bonding will not be required as part of this RFP

3.06 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.07 Proposed Payment Procedures

Contractor shall submit payment requests not less than monthly for garments purchased which shall be paid after the Town determines that the request is in order for payment on a NET 30 DAYS basis. The Town shall consider the satisfactory receipt of goods purchased, and outstanding returns and/or refunds against the payment request, and any other factors relevant to the payment request in determining whether the request is in order.

Bidders should take into account any discounts and time allowances in accordance with the above policy. Bidders should also quote a price exclusive of all federal, state, and local taxes.

3.08 Termination for Default

If the Purchasing Agent, and/or Fire Chief determine that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Town may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Town's termination clause under the contract provisions as outlined in the Sample Agreement in (Appendix C, page 19), attached.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Scarborough Fire Department is a combination municipal department with a split ISO 3/9 rating protecting one of the fastest growing communities in the State of Maine with a population of approximately 20,000. Scarborough is a diverse suburb of the city of Portland located on southern Maine's coastline. Our community encompasses 54 square miles and is covered by six neighborhood fire stations. The department responds to approximately 3,700 annual calls for service providing ALS level EMS service with two staffed ambulances, and suppression protection with six engine companies, two ladder companies, a heavy rescue, marine rescue team, and assorted other ancillary apparatus.

SECTION FIVE GARMENT REQUIREMENTS

5.01 Intent

Because there is a wide range of designs, fabrics used, and features included in various manufacturers' station ware uniforms we have chosen not to publish a specific set of specifications. The department is seeking detailed information in the proposals that will be used when evaluating the garments as outlined in Section 7. Quality of the garments is the highest scoring element in our evaluation process. Garments proposed should be designed

for the rigorous demands of the fire and EMS service. They should be comfortable, fit and wear well, not shrink or fade, and hold up to the rigorous activities of emergency responders.

5.02 Garment Details

- (a) Scarborough Fire Department Patches will be purchased and provided to the successful bidder by the Town for use on the uniforms.
- (b) US Flags and EMT patches with appropriate license level insignias (EMT, EMT-I, EMT-P), and 3-color embroidery shall be provided and attached to the garments where required by the vendor. The price for attaching the Scarborough Fire Department and other patches where required shall be included in the bid price per unit.
- (c) Garments shall meet the following minimum requirements:
 - 1) **Uniform Pants:**
 - Color – Navy Blue
 - Self Adjusting tunnel waistband preferred
 - 2) **Uniform Shirts – Long Sleeve:**
 - Color – Navy Blue
 - Pocket on right and left chest
 - Reinforced Sling Badge Tab
 - American Flag sewn on Right shoulder
 - Department Patch Sewn on Left shoulder
 - 3) **Uniform Shirts – Short Sleeve**
 - Color – Navy Blue
 - Pocket on right and left chest
 - Reinforced Sling Badge Tab
 - American Flag sewn on Right shoulder
 - Department Patch Sewn on Left shoulder
 - 4) **Polo Shirts:**
 - Color – Navy Blue or White
 - Short Sleeve
 - Shirt shall include three color embroidery including department insignia, rank or EMS level, and employee name
 - 5) **Job Shirts:**
 - Color – Navy Blue
 - Long sleeve
 - Shirt shall include three color embroidery including department insignia, rank or EMS level, and employee name

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Proposal is to furnish garment services to the Town of Scarborough's Fire Department. The Town discourages overly lengthy and costly proposals, however, in order for the Town to evaluate proposals fairly and completely, bidders must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of bidder's firm and the name, mailing address, and telephone number of the person the Town should contact regarding the proposal.

Proposals must confirm that the bidder will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A bidder's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Content

Garments offered are to be brand new, the latest available, and of good quality and workmanship. The bidder shall state in the proposal, the brand name and style number, fabric content and make-up, and delivery time of all items they propose.

SECTION SEVEN EVALUATION CRITERIA & VENDOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100

7.01 Quality (35 Points)

Proposals will be evaluated based on the fit, comfort, durability, resistance to fading, wrinkling, and shrinking of the clothing proposed. The vendor shall provide sufficient details as to the design, construction, type of fabric, weight of fabric, and any other specifications that would be helpful in conducting our "Quality" evaluation.

7.02 Cost (25 Points)

Overall, a maximum of **25** points of the total evaluation points will be assigned to cost.

Converting Cost to Points

As identified in section 5.02, there are five categories of garments the department purchases. The following estimated annual quantities of each category of garment will be assigned:

- | | |
|----------------------------------|---------|
| 1. Uniform Pants | 75 each |
| 2. Uniform Shirts – Long Sleeve | 10 each |
| 3. Uniform Shirts – Short Sleeve | 35 each |
| 4. Polo Shirts | 90 each |
| 5. Job Shirts | 50 each |

The highest score awarded in the cost evaluation process shall be based on the lowest cost of total uniform purchases based on the average annual quantities as noted above.

7.03 Compliance with Town's Purchasing Ordinance Section 11 regarding Ethical Purchases and Procurement Process (25 Points)

- (a) Bidders are required to fill out the "Town of Scarborough Maine Disclosure of Manufacturer's Working Conditions" form located in Appendix B (form located on page 17) of the RFP. Completed forms must be submitted with the bidder's proposal.
- (b) Bidders shall read and comply with all provisions Section 11 of the Town's Purchasing Ordinance and be prepared to demonstrate as such with regards to Ethical Purchases (Appendix B).

7.04 Delivery Time (15 Points)

- (a) Garments are to be delivered to the Scarborough Fire Department, 246 US Route One, Scarborough, ME 04074.
- (b) Bidder shall indicate the number of days required for delivery of the garments from the date of order, which shall include the time to hem pants to proper length, and add any patches or embroidery required

SECTION EIGHT ATTACHMENTS

8.01 Appendix A – Indemnification and Insurance

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 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:

- (a) For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
- (b) For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
- (c) 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 or damage to his equipment arising out of work contemplated by this Contract.

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.

8.02 Appendix B – Ethical Purchases and Procurement Process

Section 11: Ethical Purchases and Procurement Process (adopted 09/17/03)

It is in the interest of the Town of Scarborough to purchase and procure items of apparel, textiles and recreational equipment from responsible and ethical contractors who provide quality goods and services at a competitive price and who generally adhere to international conventions on wages, workplace health and safety, forced labor, child labor and freedom of association.

1. Application of Purchasing Code of Conduct.

This subchapter applies to competitive bids for the purchase of apparel, footwear or textiles pursuant to Chapter 304. Every purchase of apparel, footwear or textiles shall be accompanied by a signed affidavit stating that the bidder has complied with the municipal purchasing code of conduct established under Section 11 and that, to the best of the bidder's knowledge, the supplier at the point of assembly of the goods subject to the bid process is in compliance with the municipal purchasing code of conduct. The Purchasing Agent shall submit a series of questions (Exhibit A, Sample Form) to the vendor to determine the manufacturing facilities in which the products under consideration are made, to ascertain working conditions at these manufacturing facilities and to demonstrate that working conditions are of concern in the Town's purchasing decisions. Contract award will favor those retailers, suppliers, wholesalers, distributors and manufacturers who operate in accordance with established codes of corporate conduct regarding wages, workplace health and safety, forced labor, child labor, and freedom of association, as embodied in United Nations (U.N.) and International Labor Organization (I.L.O.) conventions.

2. Statement of belief; protection of local interests.

The affidavit provided by the municipal purchasing agent to bidders for contracts to provide goods covered by this subchapter must include a copy of the following statement:

"Scarborough is a town that believes employers should fairly compensate hard work, that the health and safety of working people should be protected and that no form of unlawful discrimination or abuse should be tolerated. Scarborough citizens are aware that law and regulations designed to safeguard basic tenets of ethical business practice are disregarded in many workplaces, commonly referred to as "sweatshops."

3. Information Retained.

The Town's Purchasing Agent, or designee, shall retain records of all information for 25 months regarding manufacturing working conditions supplied by the vendors replying to all purchase or bid solicitations. Any additional information used by the Purchasing Agent in making a bid award shall also be retained with the bid documentation. All records will be available to the public.

4. Report.

The Municipal Purchasing Agent shall submit a report to the Finance Committee by September 15 of each year concerning the administrative and financial impact of these requirements, the degree of voluntary compliance with the municipal purchasing code of conduct by the vendors; the number of vendors who agreed to and the number that declined to comply with the provisions of this subchapter; and any other information relevant to the municipal purchasing code of conduct.

**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.

8.03 Appendix C – Sample Agreement

AGREEMENT

PARTIES

This contract (hereinafter referred to as the “Agreement”) is made and entered into this -- day of -- 2009 by and between the Town of Scarborough (hereinafter referred to as the “Town”) and -- (hereinafter referred to as “Contractor”). In consideration of the mutual promises contained herein, Contractor agrees to perform the work described in section II below.

GENERAL SCOPE OF WORK DESCRIPTION

The work consists of providing -- (hereinafter referred to as the “Project”).

SPECIFIC SCOPE OF WORK

Contractor shall provide all materials, equipment and labor required --.

CONTRACT DOCUMENTS

The contract documents shall include:

1. This Agreement.
2. The RFP

PERMITS AND LAWS

Contractor shall obtain all necessary permits and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

SAFETY

Contractor shall maintain the usual safety programs at all times. Any damage resulting from the work performed under this Agreement shall be repaired to the reasonable satisfaction of the owner of the damaged property.

TERM

Original Term; The original term of this Agreement shall commence -- and shall end --.

Additional Term(s); The Town and Contractor shall have the option of renewing this Agreement, with or without amendments, by each giving the other -- months notice of intent to renew. The contract is renewed only if a renewal document is signed by both the Town and the Contractor within the designated period.

ADDITIONAL WORK

Any alteration or deviation from the services referred to in sections II and III of this Agreement shall require a written document signed by Contractor and the Town, and payment therefore shall be upon satisfactory completion of the additional work.

PAYMENT SCHEDULE AND PAYMENT TERMS

Contractor shall submit payment requests not less than monthly which shall be paid after the Town determines that the request is in order for payment on a NET 30 DAYS basis. The Town shall consider the state of completion of the Project against the payment request, any potential claims against the Project, and any other factors relevant to the payment request in determining whether the request is in order.

TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and an opportunity to cure. The Town may terminate this Agreement for convenience by giving Contractor 4 weeks' notice and equitably compensating Contractor for the work performed to the date of termination.

DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County.

SUBCONTRACTORS

Contractor shall be fully responsible to the Town for the acts and omissions of Contractor's subcontractors and of persons either directly or indirectly employed by subcontractors, or shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. Contractor shall inform subcontractors that the Town will notify subcontractors that they may not make claims or file liens against it's the Town's properties.

INSURANCE

Contractor shall purchase and maintain workers' compensation insurance and general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy. Contractor shall provide the Town not only certificates of insurance, but also copies of the actual insurance policies for review and approval before the commencement of work.

INDEMNIFICATION

Contractor will indemnify and hold harmless the Town and its agents and employees, in their public and individual capacities, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work.

ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

WITNESS

VENDOR

By: _____
Its: _____

WITNESS

TOWN OF SCARBOROUGH

By: _____
Its: Keith Matherne – Purchasing Agent