

# TOWN OF SCARBOROUGH



## INVITATION TO BID NUMBER 142014

### **RETURN THIS BID TO:**

Attention: ITB #142014  
PO Box 360  
259 US Route One  
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 11/01/13

ITB TITLE: PUBLIC WORKS UNIFORM RENTAL SERVICE

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 NOVEMBER 22<sup>ND</sup>, 2013 AT 10:00AM 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 KIM MASSA, PURCHASING ADMINISTRATIVE ASSISTANT, AT (207) 730 4088 (FAX) OR [KMASSA@CI.SCARBOROUGH.ME.US](mailto:KMASSA@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.

  
TOM HALL  
TOWN MANAGER

**INSTRUCTIONS TO BIDDERS**

**INTENT OF BID:** This Invitation to Bid (ITB) is intended to result in Uniform Rental Service for the Public Works Department of the Town of Scarborough, 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.

**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:** Contractor shall purchase and maintain workers' compensation insurance, general public liability and property damage insurance, including vehicle coverage, all with limits and terms satisfactory to Owner:

Worker's Compensation:

Worker's Compensation insurance shall be in strict accordance with the requirements of the most current laws of the State.

- |  |             |
|--|-------------|
| 1. State:                                    | Statutory   |
| 2. Applicable Federal (e.g. Longshoreman's): | Statutory   |
| 3. Employer's Liability:                     | \$1,000,000 |

Builders Risk Insurance:

Contractor shall purchase and maintain builders risk insurance, which shall cover Contractor and Owner as loss payees to the extent of their interests.

Comprehensive General Liability Insurance.

Bodily Injury and Property Damage Liability:

	Each	Aggregate
Premises – Operations	\$1,000,000	\$3,000,000
Completed Operations/Products	\$1,000,000	\$3,000,000
Contractual Liability	\$1,000,000	\$3,000,000

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

Personal Injury with employment exclusion deleted:

\$3,000,000 Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

\$1,000,000 Each Person, \$3,000,000 Annual Aggregate

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

2. Property Damage:

\$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate

Owner shall be named as an additional insured on the comprehensive general and automobile liability policies. Contractor shall provide Owner copies of all the actual insurance policies for review and approval before the commencement of work.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

**ANNOTATED LITERATURE:** Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

**SUPPORTING INFORMATION:** The Town strongly desires that bidders submit all required technical specifications, 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 other requirements of the ITB. 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 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.

**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.

**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 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 and/or service provided.

**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 PERIOD:** The initial contract period shall be for three (3) years with a possible four (4) annual extensions.

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

**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.

**SITE VISITS:** Prospective bidders are responsible for visiting the work sites so that they can see the conditions under which the work described in this ITB will be performed.

**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 November 15<sup>th</sup>, 2013 to the Attention of Kim Massa, Purchasing Admin Assistant by fax (207 730-4088) or email to [kmassa@ci.scarborough.me.us](mailto:kmassa@ci.scarborough.me.us). The Town is not responsible for oral interpretations given by any Town employee, representative or other.

\*THIS PAGE MUST BE INCLUDED WITH ANY ALTERNATE PROPOSAL(S) NOTED CLEARLY\*

<b>OFFICIAL BID FORM</b>
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**Scarborough Public Works Department**

**Uniform Specifications**

***OPERATIONS DIVISION***

<i>(5 Employees)</i> <b>Uniform Set #1</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 100% Cotton</i>	11		
<i>Jeans</i>	11		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<i>Total pieces per Person</i>	24		
<i>(10 Employees)</i> <b>Uniform Set #2</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 65/35</i>	11		
<i>Jeans</i>	11		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<i>Total pieces per Person</i>	24		
<i>(2 Employees)</i> <b>Uniform Set #4</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 100% Cotton</i>	11		
<i>Pants 65/35</i>	11		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<i>Total pieces per Person</i>	24		

<b>Alternate Option **</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt</i>	11		
<i>Pants</i>	11		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<i>Total pieces per Person</i>	24		

\*\* Alternative options may be added.

<b>OPERATIONS - TOTAL</b>
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## VEHICLE MAINTENANCE DIVISION

<i>(3 Employees)</i> <b>Uniform Set #4</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 100% Cotton</i>	11		
<i>Jeans</i>	11		
<i>Overalls</i>	1		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<b>Total pieces per Person</b>	<b>25</b>		
<i>(3 Employees)</i> <b>Uniform Set #5</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 65/35</i>	11		
<i>Jeans</i>	11		
<i>Overalls</i>	1		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<b>Total pieces per Person</b>	<b>25</b>		
<i>(2 Employees)</i> <b>Uniform Set #6</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt 100% Cotton</i>	11		
<i>Pants 65/35</i>	11		
<i>Overalls</i>	1		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<b>Total pieces per Person</b>	<b>25</b>		
<b>Alternate Option **</b>	<b>Pieces</b> <i>Per Person</i>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Shirt</i>	11		
<i>Pants</i>	11		
<i>Overalls</i>	1		
<i>Winter Jacket</i>	1		
<i>3-Season Jacket w/liner</i>	1		
<b>Total pieces per Person</b>	<b>25</b>		
<b>** Alternative options may be added.</b>	<b>VEH. MAINTENANCE - TOTAL</b>		

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**Scarborough Public Works Department**

***FLOOR MAT SPECIFICATIONS***

<i>(1 Set)</i> <b>Floor Mat Set #1</b>	<b>Pieces</b>	<b>Cost of Service (per wk)</b>	
		<i>Each Piece</i>	<i>Total</i>
<i>Floor Mat: 3' x 5'</i>	<b>3</b>		
<i>Floor Mat: 4' x 6'</i>	<b>2</b>		
<i>Floor Mat: 3' x 10'</i>	<b>2</b>		
<b>Total Pieces</b>	<b>7</b>		

**Summary of Costs**

<b>DIVISION</b>	<b>TOTAL</b>
<b>OPERATIONS</b>	
<b>VEH. MAINTENANCE</b>	
<b>BUILDING</b>	
<b><i>GRAND TOTAL</i></b>	

**>>> 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: (\_\_\_\_\_) \_\_\_\_\_



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Appendix A

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

Production Facility Website

Address

Contact Person Telephone Email

- 1. Does the manufacturer comply with applicable laws of the country of origin? Yes \_\_\_ No \_\_\_
2. Is there any known child, forced, or indentured labor within the manufacturing facility? Yes \_\_\_ No \_\_\_
3. Are manufacturing 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 (information provider)

Name

Title

Signature Date

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*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.*

**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.

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Mark Flavin  
Cintas Corporation  
88 Spiller Dr  
Westbrook, ME 04092

Uniform Sales Representative  
Facility Service Representative  
[www.cintas.com](http://www.cintas.com)

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flavinm@cintas.com

Christen Evans-Stringfellow  
Aramark Uniform Services  
110 Glenn St  
Lawrence, MA 01843

Account Executive  
[www.aramark-uniform.co](http://www.aramark-uniform.co)

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Cell: 603-512-8786  
Fax: 978-688-1683  
Christen.evans@uniform.aramark.com

Bob Saucier  
G & K Services  
324 Taylor St  
Manchester, NH 03103

Territory Sales Representative  
[www.gkservices.com](http://www.gkservices.com)

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Cell: 603-345-4099  
Fax: 603-622-7129  
Robert.saucier@gkservices.com

Jerry Carr  
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430Riverside Industrial Parkway  
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District Sales Manager  
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Customer Svc: 207-797-4006  
Corporate Office: 800-455-7654

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