

TOWN OF SCARBOROUGH



INVITATION TO BID NUMBER 152014

RETURN THIS BID TO:

Attention: ITB #152014
PO Box 360
259 US Route One
Scarborough, ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 03/14/14

ITB TITLE: REGIONAL BID FOR THERMAL IMAGING EQUIPMENT

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 APRIL 4TH, 2014 AT 3:00 PM 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.

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: The Town of Scarborough is jointly working with the Towns of Falmouth, Wells, and Meredith, NH, and the Cities of Sanford, Saco and other communities to solicit bids for a three year joint contract for the purchase of Thermal Imaging Devices. Over the life of the contract the municipalities anticipate purchasing a total of approximately 12 (and possibly more) similar style and model thermal imagers over multiple fiscal years. In order to reap the benefits of standardization between departments and bulk purchasing power the Town of Scarborough is facilitating this Invitation to Bid and evaluation process to select a vendor with whom each individual community will further negotiate and award a contract(s) to furnish the thermal imager(s) and auxiliary equipment that best meets each community's operational needs over the life of the contract. Additionally, it is intended that this bid process be open such that other communities/departments who may not have been part of the initial evaluation process but who wish to purchase imagers off this bid during the life of the contract may do so at the same pricing as those communities herein listed.

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 or other Agent of the community making the purchase. 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/City is exempt from all Federal Excise Tax.

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

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town/City 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/City for a claim of, or liability for, the independent negligence of the Town/City. 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/City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town/City", 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/City's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

