

INVITATION TO BID NUMBER 0102006

RETURN THIS BID TO:

**Attention ITB #0102006/Artificial Turf Field
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 05/04/06

ITB TITLE: Artificial Turf Field

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 installation of an artificial turf field at the Oak Hill Sports Complex in the Town of Scarborough, Maine for the Department of Community Services. The contract will commence on July 1st, 2006. For the purposes of a timely completion of this project, at the discretion of the Town Manager or his designee and the contractor, the work may begin on or after June 15th, 2006.

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: 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 on July 1st, 2006 and end upon completion of the project which shall be on or before August 15th, 2006. An option to begin prior to July 1st can be exercised prior to the July 1st commencement at the discretion of the Town Manager or his designee and the contractor awarded the bid.

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.

NEW PRODUCT: Product offered in response to this ITB must be new. New product means product that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The product 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 products. It is the contractor's responsibility to ensure that the product 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.

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.

ITEM UPGRADES: The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the product functions. Such upgraded items must be at the same price as the items in the basic contract.

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 \$2,000 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 contractor warrants its product against faulty materials and workmanship for a minimum period of at least 8 years. 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 Turf 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 vendor is asked to provide a price per square foot of installation based on the estimated area of 90,000 square feet. Such price is to include all materials, labor equipment and incidentals required to complete the installation of the artificial turf field surface. **The selected contractor will be responsible for the field drainage and base course preparation as well as responsible for artificial turf installation.** All materials and equipment and installation methods must meet applicable safety standards, and be fully consistent with materials and methodologies intended to be for artificial turf system identified by the contractor, and as installed in the representative projects submitted by the vendor.

The artificial turf field surface is defined as being the playing surface. The vendor will be responsible for furnishing and installing all of the fiber, filler, backing and pad located above the base material. The Town reserves the right to specify a sand and rubber crumb infill, or a rubber crumb infill, and to specify the gradation of fill products to be used, after contractor selection. For purpose of price comparison, contractors should assume the installation of a shock attenuation pad will be required. If a pad is not typically installed as part of the proposed system, the contractor should so indicate, and provide a price, as a credit to the Town for the deletion of this requirement, if determined to be in the best interest of the Town. For purposes of this proposal it should be assumed that football and soccer striping will be the primary striping. Football striping should include 5-yard lines and end-zone lines stitched in, and hash marks painted by contractor. The contractor will stitch in the corners for all playing fields (Soccer, football, field hockey and Lacrosse). The price should not include a logo.

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 existing track surface which surrounds the current field. **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 track surface.**

The contractor will also be required to relocate the “Triple Jump” and “Pole Vault” areas as well as pave the “D” areas. These will be relocated to a location to be determined by the Community Services Director.

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
- Turf suitability and aesthetics for a multi purpose athletic field
- Turf safety for a multi purpose athletic facility
- Extent and length of warranty

2. Price

3. Qualifications and Experience

- Vendor ability to meet the deadline stated
- Vendor experience of integration with adjacent track installations
- Must have FIFA Recommended Licensing Certificate

ADDITIONAL INFORMATION: Additional information is provided in Appendix A. It contains 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.

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:

1. A summary of the company's experience in artificial turf field manufacture, supply, and installation including the firm's history and references. Include a **complete listing** (with owner point of contact information) of all filled-turf, artificial turf outdoor football/soccer installations completed in the past 36 months. Additionally, submit detailed information regarding at least three (3) projects similar in nature (i.e. climate, uses, etc.) completed in the past 36 months in the northeastern United States.
2. Provide sufficient specifications, construction detailing, scale drawings (i.e. cross section/elevation drawings) that explain and/or illustrate the proposed artificial turf field surface. Provide in addition to the plan and section, an itemized list of the type of services and equipment you intend to provide, and any innovative ideas or approaches. Pictures, layouts and other appropriate information necessary to convey your proposal may accompany the proposal.
3. Must use environmentally safe components in its artificial turf. Each component is manufactured to the highest standards and the crumb rubber used must have been tested using methods outlined in the Federal Hazardous Substances Act. The yarn component must meet all international standards for environmental safety. It must be non-hazardous, non-toxic and safe to play-on.
4. Additionally, the product should meet the following minimum specifications and characteristics:

a. Usage:	Soccer, Rugby, Field Hockey, Lacrosse, Football
b. Yarn:	Ttc Polyethylene/MPF Texturized
c. Denier:	10,000 - 15,000
d. Pile Weight:	55 oz/Sq. Yd.
e. Pile Height:	2 - 2 1/4"
f. Tufting Gauge:	1/2 - 3/4"
g. Color:	Various
h. Primary Backing Weight:	5 - 15oz/Sq. Yd
i. Secondary Backing Weight:	15 - 30oz/Sq. Yd
j. Total Weight:	76 - 94oz/Sq. Yd
k. Roll widths:	12' or 15'
l. Perforation:	2" x 2 1/8"
m. Infill composition:	Acetone Extract, Ash, Carbon Black, Natural Rubber, Rubber Hydrocarbon, Free Fabric, Moisture

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: _____

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. SQUARE FOOT PRICE FOR ARTIFICIAL TURF SURFACE 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 installation of a complete artificial grass surface consistent with the specifications. Project construction is scheduled for summer 2006. As stated in the ITB, this project may commence prior to the July 1st, 2006 contract date at the discretion of the Town Manager or his designee. This project must be completed by August 15th, 2006 or penalties will be administered.

Issue Invitation to Bid (ITB):

Monday, May 4th, 2006

Proposals Due:

Monday, May 22nd, 2006

Vendor interviews (if necessary)

Week of May 8th, 2006

Selection of Vendor:

TBD

Vendor to completely furnish and

Install Artificial Turf Field by:

Week of August 15th, 2006

TO: ARTIFICIAL TURF BIDDERS
FROM: KEITH L. MATHERNE, PURCHASING AGENT
SUBJECT: BID AMMENDMENT #1
DATE: 5/10/06
CC: BRUCE GULLIFER, DIRECTOR COMMUNITY SERVICES; RON OWENS, TOWN MANAGER

Dear potential bidder,

This specification amendment was issued and mailed/e-mailed to all bidders and posted on the town's web site for clarification.

The section(s) involved are noted below and can be found on page 10 of the bid document.

CONTRACTOR SELECTION CRITERIA:

3. Qualifications and Experience

- Vendor ability to meet the deadline stated
- Vendor experience of integration with adjacent track installations

The third criterion requiring the bidder to have a "FIFA Recommended Licensing Certificate" has been removed as part of the Qualifications and Experience section of the bid.

Please do not hesitate to contact me if you have any questions with this specification clarification.

Best Regards

Keith Matherne