



INVITATION TO BID 842025

Return this bid to:

ITB 842025 Scoreboard

PO Box 370

259 US Route One

Scarborough ME 04070-0370

THIS IS NOT AN ORDER

DATE ITB ISSUED: 8/4/2025

LED Digital Scoreboard for High School Turf Field

SEALED BIDS MUST BE SUBMITTED TO THE BUSINESS OFFICE OF SCARBOROUGH PUBLIC SCHOOLS

By hand to: 259 US Route 1, 3rd Floor, Scarborough ME or

By mail to: PO Box 370, Scarborough ME 04070-0370

***BIDS MUST BE TIME AND DATE STAMPED BY SCARBOROUGH PUBLIC SCHOOLS PRIOR TO THE
BID OPENING AT 11:00 AM ON AUGUST 15, 2025***

- THIS WILL NOT BE A PUBLIC BID OPENING.
- 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 (email preferred) to Kate Bolton, Director of Business & Finance, at kbolton@scarboroughschools.org or 207-730-4104 (fax).

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of an 8’ x 25’ LED digital scoreboard for outdoor use at the turf field in the Mitchell Sports Complex at Scarborough High School.

SPECIFICATIONS
Replacement of 8’ x 25’ digital scoreboard located at the Kippy Mitchell Sports Complex on the campus of Scarborough High School. New scoreboard shall be 8’ x 25’ with white LED numerals, white LED electronic captions and team name message center. Scoreboard shall have a decorative truss 4’ x 25’ with school logo at center middle, and “Clifford C. “Kippy” Mitchell Sports Complex” lettered on truss below school logo. Scoreboard color shall be black with red borders. Scoreboard shall have wireless control panel and wireless app capabilities. Scoreboard shall have a horn/siren. Scope to include removal and disposal of old scoreboard. Existing structure has power supply, concrete footing and three existing steel support beams. The center beam is slightly taller than the outer two beams. SPS will facilitate access for installation by removing fencing as necessary.

Scarborough Public Schools (SPS) reserves the right to accept or reject any and all bids when it is deemed in the best interest of SPS.

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 two days prior to the bid opening. SPS is not responsible for verbal interpretations given by any employee, representative or other party.

ANTICIPATED ITB TIMELINE:

ITB advertised and available	August 5, 2025
Responses due	August 15, 2025
Notice of award to selected vendor	On or before September 2, 2025

INSTRUCTIONS TO BIDDERS

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 Scarborough Public Schools' (SPS) 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 Business Office. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Business Office does so without a contract and at their own risk.

PAYMENT FOR SCARBOROUGH PUBLIC SCHOOLS PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to SPS, 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: SPS is exempt from all Federal Excise Tax.

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

SHIPPING DAMAGE: SPS 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. SPS will provide the contractor with written notice when damaged goods are received. SPS may choose to deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend SPS 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 SPS for a claim of, or liability for, the independent negligence of SPS. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of SPS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "SPS", 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 SPS'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, SPS 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 Business Office 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.

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 Business Office within five (5) days following notification of the Bid Award. Proof of insurance is required for the following:

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 SPS, insurance as specified below and in such form as shall protect SPS and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability for bodily injury, including accidental death, \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage, \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. All policies shall be so written that SPS 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 SPS before operations may begin. Certificates shall make no claims against SPS or its officers for any injury to any of his officers or employees, or for damage to his trucks or 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 and minimum liability for property damage in the amount of \$50,000/\$100,000 aggregate.

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

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

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

SUPPORTING INFORMATION: SPS 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 Business Office 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, SPS 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 SPS and may include the requirement that a bidder will provide a sample product(s) so that SPS can make a first-hand examination and determination.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to SPS. SPS will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to SPS complies with this requirement. A contractor's failure to comply with this requirement will cause SPS to seek remedies under breach of contract.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to SPS that the accessories are compatible. The bidder's failure to supply this evidence within the time required by SPS will cause SPS to consider the bid non-responsive and reject the bid.

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

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

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Business Office makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

ITEM UPGRADES: SPS reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

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

F.O.B. POINT: The F.O.B. point for all items purchased under this bid is the final destination at Scarborough Public Schools. 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 SPS.

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 format (CD, PDF, etc.). The cost of any parts books and maintenance manuals is to be included in the bid price of the equipment.

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 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. SPS will reject any item that does not meet the agreed upon specifications of the ITB (post award). Rejected items will be returned to the contractor at the contractor's risk and expense.

BID SUBMISSION: At or before the appointed date and time, all bidders must submit a completed Bid Form. Although not required, bidders are encouraged to submit additional supporting information that may assist SPS in evaluating the bid and compliance with the technical specifications.

ADDITIONAL INFORMATION: Bidders are encouraged to provide additional supplementary information with their bid if it serves to clarify the bid submission and assists SPS in the evaluation of the bids. In particular, this may assist SPS in determining the equivalency of alternative bid items.

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

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

INVOICES: Invoices must be sent directly to SPS 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 SPS's Accounts Payable Department.

CONTRACT CANCELLATION: SPS reserves the right to cancel the contract at its convenience by giving written notice to the contractor. SPS 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.

BID FORM

Proposal	Total Dollar Amount
Cost for Scoreboard as specified or as proposed by vendor	\$
Cost and detailed description of alternative proposal (if any)	\$

PLEASE PROVIDE:

1. A detailed statement describing the proposed approach to the requested services;
2. A detailed breakdown of all costs related to provision of the services;
3. A detailed description of materials and equipment that will be used, including warranties;
4. A projected timeline for the overall project.

➤ ➤ ➤ **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: _____

CITY _____ STATE _____ ZIP _____

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

EMAIL: _____