



REQUEST FOR QUOTATION

RFQ 10-2007

Town of Scarborough Annual Report Printing and Delivery

PURCHASING DEPARTMENT

for OFFICE OF THE TOWN MANAGER

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Page 1 of 2 Date 1/10/2007

VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, and shall list any delivery charges as a separate line item cost, but exclude taxes. If Applicable delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation to the above fax number or email address.

DELIVERY LOCATION: Town of Scarborough Municipal Building
259 US Route One
Scarborough, ME 04074

BUYER: Keith Matherne, Purchasing Agent
259 US Route One
Scarborough, ME 04074

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	Town of Scarborough Annual Report 56 pages Plus Cover Page size: 8 ½ x 11 Paper: 12 pt C1S Gloss Cover + 60# Bright white offset text Ink: cover 4/1 + 1/1 Text Art: supplied on disk (.pdf file) or other Bindery: saddle-stitch	1500			
2	Town of Scarborough Annual Report 56 page Plus Cover Page size: 8 ½ x 11 Paper: 12 pt C1S Gloss Cover + 60# Bright white offset text Ink: cover 4/1 + 1/1 Text Art: supplied on disk (.pdf file) or other Bindery: saddle-stitch	2000			

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Payment Terms: _____

Company Name	Address	City	State	ZIP Code	Phone Number
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Signature Date Typed Name and Title

Town of Scarborough General Terms and Conditions for Quotations/Purchase Orders

1. **Compliance with Applicable Laws:** The vendor agrees that in the performance of this contractual agreement, it will comply with all applicable laws, statutes, rules, regulations, or orders of the United States Government or any state or political subdivision thereof, and the same shall be deemed incorporated herein by reference.
2. **Interpretation:** This contractual agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of Maine.
3. **Disputes:** The Town of Scarborough will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, as to the manner of performance and rate of progress under this contract.
4. **Substitutions:** Goods and services delivered must be strictly in accordance with the referenced bid or contract, or the specifications outlined on the front of the agreement, and shall not deviate in any way from terms, conditions or specifications so stated. Equipment, material and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the Vendor. No substitution, charges, or deviation shall be made without the authorized approval of the Town of Scarborough.
5. **Alterations:** The Town of Scarborough reserves the right, after due written notice, to increase or decrease all or any portion of the work and/or articles required by this agreement, or to eliminate all or any portion of such work or articles or to charge delivery date hereon without invalidating this agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall the Vendor fail or refuse to continue the performance of the work or fail to provide the articles under this agreement because of the inability of the parties to agree on an adjustment or adjustments.
6. **Warranty:** Vendor Warrants:
 - a. That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended; and
 - b. That all articles and services covered by this contract will conform to the specifications, drawings, samples, or descriptions specified by the Town of Scarborough; and
 - c. That such articles are good quality and free from defects whether patent or latent in materials and workmanship; and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality; and
 - e. That the vendor has good and clear title to all the articles to be supplied by it and that the same are free and clear from all liens, encumbrances, and security interest.

Neither that final certificate of payment nor any provisions herein, nor partial or entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Vendor of liability in respect of any warranties or responsibility for faulty material or workmanship. The Vendor shall remedy any defects in the work and pay damages for other work resulting therefrom which shall appear within 1 year from the date of final acceptance of the work provided hereunder. The Town of Scarborough shall give written notice of observed defects with reasonable promptness.

7. **Default:** The Town of Scarborough may terminate the whole or any part of this agreement in any one of the following circumstances:
 - a. If the Vendor fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If the Vendor fails to deliver specified material or service, or
 - c. If the Vendor fails to perform any of the provisions of this agreement or
 - d. If the Vendor fails to make progress as to endanger the performance of this agreement in accordance with its terms, or
 - e. If the Vendor is adjusted bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on accounts of its insolvency.

In the event the Town of Scarborough terminates this agreement in whole or part pursuant to this paragraph, the Town of Scarborough may, after due written or oral notice, procure upon such terms and in such manner as it deems appropriate, articles and/or services similar to those terminated, and the Vendor shall be liable to the Town of Scarborough for any excess cost of such similar articles and/or service.

8. **Delivery:** Delivery shall be strictly in accordance with the Town of Scarborough's delivery schedule. If the Vendor has reason to believe that the delivery will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Town.
9. **Packing and Shipment:** All prices unless specified shall be F.O.B Destination with transportation charges prepaid and added to the invoice. The original Bill of Lading properly receipted shall accompany the invoice when shipped via freight or express. All deliveries shall be made as specified without charges for boxing, crating, carting or storage, unless otherwise specified. Items shall be suitably packed to secure items and conform to the requirements of common carriers and any applicable specifications. The Town of Scarborough order number must be clearly marked on all invoices, packages, bills of lading and shipping orders.
10. **Invoice:** Separate invoices, original and duplicate for this PO or for each shipment thereon shall be rendered immediately following shipment. The invoice must be submitted to the Town of Scarborough Address referenced on the PO. All accounts are to be carried in the name of the Town of Scarborough or Scarborough School Department (whichever is placing the order) and not the individual department or division receiving the goods. All payment terms shall be net 30 days after receipt of proper invoice or material whichever is later.
11. **Taxes:** Vendor agrees that, unless otherwise indicated in this order, the prices herein do not include any federal, state or local sales, use, excise, transportation, or other tax from which an exemption is available for purposes or the order.
12. **Hold Harmless:** The vendor agrees to indemnify, defend and save harmless the Town of Scarborough, its officers, agents, and employees in their public and individual capacities, of any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen; laborers, and other persons, firms or corporations furnishing or supplying work, services, articles, or supplies in connection with the performance of this agreement, and from any and all claims, and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Vendor in the performance of this agreement.
13. **Waiver:** The failure of the Town of Scarborough to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, by the obligation of the Vendor with respect to such future performance shall continue in full force and effect.
14. **The Maine Chemical Substance Identification Law (26 M.R.S.A Section 1709-1726)** requires all manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in the State of Maine to provide a copy of the current Material Safety Data Sheet (MSDS) for any such product purchased by the Town of Scarborough.
15. **Termination:** The Town reserves the right to terminate this order in whole or in part for default if Vendor fails to perform in accordance with any requirements of this order. Any such termination will be without liability to the Town except for completed items delivered and accepted by the Town.
16. **Uniform Commercial Code:** The Uniform Commercial Code shall prevail as the basis for contractual obligations between the Vendor and the Town of Scarborough for any terms and conditions not specifically stated in this order.
17. **Legal Responsibility:** By accepting this order, the Vendor understands and agrees that the items covered herein or services to be rendered shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations.
18. **Insurance:** The vendor at its sole cost and expense, shall insure its activities in connection with the work under this order and obtain, keep in or force, and maintain such for the following:
 - a. Comprehensive or Commercial Form General Liability Insurance
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles,
 - c. Worker's Compensation Insurance (if applicable)

The coverage for personal injury liability and/or property damage liability shall have limits of \$400,000 per occurrence under the provisions of the Maine Tort Claims Act and \$1,000,000 per occurrence for actions outside the Maine Tort Claims Act for covered claims, which may arise from the Vendors negligent action or inaction.

19. **Ethical Sourcing:** The Town of Scarborough strives to purchase products from vendors who comply with United Nations (UN) and International Labor Organization (ILO) core labor conventions. The Town may request information from vendors regarding workplace practices and reserves the right to discontinue business with vendors who do not comply with such requests or who do not adhere to applicable legal requirements and trade agreements.