



Town of Scarborough

REQUEST FOR QUOTATION

PURCHASING DEPARTMENT
for *Department of Public Works*

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Page 1 of 3 Date July 19th, 2006

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, to include all delivery charges, but exclude applicable 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. ***The deadline to receive quotes by is July 26th, 2006 at the end of business.***

**DELIVERY LOCATION: 20 Washington Avenue
Scarborough, ME 04074**

**BUYER: Keith Matherne, Purchasing Agent
259 US ROUTE ONE Scarborough, ME 04070-0360**

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1A	Bri-Mar, BigTex, Carry-On or Approved Equal, All Purpose Utility Trailer <ul style="list-style-type: none"> Reference 9,990 GVWR Model BigTex 10EQ, or BigTex 10FT Must be less than 10,000 pounds Adjustable Pintle Hooks Connection (up/down) 7 Wire DOT Electrical Harness (Harness to include wires for the following: Park Lamps, Back-up Lamps, Left Turn, Right Turn, Electrical Brake Lead, Battery and Ground) Electric Brakes Wood Flooring If available, please include the DOT reflective tape for safety reasons If the trailer has ramps, they should be removable or easily stored underneath the trailer the trailer as a slide-in 	1			
1B	<ul style="list-style-type: none"> 7,000 GVWR which conforms to the above specifications <p><i>As a minimum, the successful bidder is to deliver the trailer as nationally advertised with the upgrades as specified and covered under their warranty.</i></p>	1			

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
Vendor Tax I.D. No.					
_____ Signature		_____ Date		_____ Typed Name and Title	

**INSTRUCTIONS TO BIDDERS
TERMS AND CONDITIONS**

- 1. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 2. SUBMISSION:** Quotations shall be signed where applicable and received by the Purchasing Agent no later than as indicated.
- 3. QUOTE REJECTION:** The Town reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 4. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 5. TOWN OF SCARBOROUGH PURCHASING ORDINANCE:** The Purchasing Ordinance and its Regulations, are made a part of this document as if fully set forth herein.
- 6. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for **commodities** must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for **services** must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the Town, the offeror may list such taxes separately, directly below the bid price for the affected item. The Town is exempt from all Federal Excise Tax
- 7. PAYMENT FOR TOWN PURCHASES:** Payment for agreements for the undisputed purchase of goods or services provided to a Town agency, 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.
- 8. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the Town shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
- 9. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the Town of Scarborough before payment will be made.
- 10. 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.
- 11. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 12. TITLE:** Title passes to the Town for each item at FOB destination.
- 13. 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.
- 14. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 15. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 16. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product.
- 17. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
- 18. QUOTE PREPARATION COSTS:** The Town is not liable for any costs incurred by the offeror in quote preparation.
- 19. INSPECTION:** Items purchased will be subject to inspection and approval by the Town prior to payment on invoice. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

20. CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

21. CONFLICT OF INTEREST: An officer or employee of the Town of Scarborough may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

22. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the Purchasing Agent or the contracting Department. Quotes that are conditioned upon the Town's approval of an assignment will be rejected as non-responsive.

23. SUBCONTRACTOR(S): Within five (5) working days of notice, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The Purchasing Agent or contracting Department Head may approve new or different subcontractors at his or her discretion.

24. FORCE MAJEURE: (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

25. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes (if applicable). Late quotes will not be accepted (if applicable).

26. CONTRACT EXTENSION: Unless otherwise provided in this RFQ, the Town and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

27. DEFAULT: In case of default by the contractor, for any reason whatsoever, the Town of Scarborough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

28. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Maine.

29. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

30. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering Department will not sign any vendor contract. The Town is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the Town under this RFQ. The Town of Scarborough Purchase Order, Contract Award and/or Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

31. BILLING INSTRUCTIONS: Invoices must be billed to the Town of Scarborough address shown on the individual Purchase Order. Questions regarding invoicing should be directed to the Purchasing Agent, or Accounts Payable Clerk.

Distribution List

Rt 202 Trailer Sales
Fax: 207 929 4222
Attn: Jarod Robie

Maine Trailer
Fax:(207) 848-2287
Attn: Sales Department

Coastal Metal Fabrication & Truck Equipment
Fax: 207 782 4111

Carry-On Trailer Corporation
Fax: 706 356 5380

Harvey Trailers
Fax: 207 990 1685
Attn: Roger