

	<p style="text-align: center;">REQUEST FOR QUOTATION</p> <p style="text-align: center;">RFQ 072016</p> <p style="text-align: center;">Demolish, remove and properly dispose of the fire-damaged portion of the motel structure at 341 US Route One</p>	<p style="text-align: center;">PURCHASING DEPARTMENT</p> <p style="text-align: center;">The Town of Scarborough</p> <p style="text-align: center;">P: (207)730-4083 F: (207)730-4088 E: kmassa@ci.scarborough.me.us</p>
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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. Quotation due by August 14, 2015.

The Town of Scarborough is requesting quotations from qualified firms to demolish, remove, and properly dispose of the fire-damaged portion of the motel structure at 341 US Route 1. The demolition will be limited to the southwest wing of the motel containing units 1-5.

The anticipated scope of work is as follows:

1. Procure the services of a Maine DEP licensed asbestos abatement contractor to remove the asbestos containing materials found on site per Summary Test Report for Asbestos Analysis attached.
2. Remove all debris in the units 1-5 and carpet in units 4-5 to prepare for asbestos removal by others.
3. Cut roof structure that connects damaged structure to be demolished and adjacent motel building (to remain), and repair roof/eave/rake at separation point to make water tight.
4. Upon completion of the asbestos removal, remove contents of basement portion of foundation; demolish the remains of the units 1-5 down to the foundation slab and dispose of at a licensed demo debris facility; backfill basement portion with compacted granular fill.
5. Clean the site of all remaining demo debris and grade around foundation perimeter to remove any potential hazard to vehicles or pedestrians from remaining foundation/protrusions.

The Town of Scarborough will be responsible to pay the successful firm for the work as specified.

All bids must be lump sum cost based on scope of work as specified. An estimated start and completion date must be included in the quotation, in no event shall the work be completed later than September 30, 2015.

There will be a mandatory pre-bid site inspection on Monday, August 3, 2015 at 2:00 pm for any firm interested in submitting a quotation.

Price quotations must be submitted in writing to the Town of Scarborough, marked "RFQ 072016 Demolition Quote" to the attention of Kim Massa, Finance Purchasing Specialist, no later than August 14, 2015 at which time the bids will be opened and reviewed by the Town. The Town reserves the right to accept or refuse any bid.

Successful bidder will be notified on or before August 21, 2015.

**INSTRUCTIONS TO BIDDERS
TERMS AND CONDITIONS**

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the Purchasing Agent before the date and time set for receipt of quotes.
- 2. MANDATORY PRE-BID SITE INSPECTION:** Monday, August 3, 2015 at 2:00pm for any firm interested in submitting a quotation.
- 3. SUBMISSION:** Quotations shall be signed where applicable and received by the Purchasing Agent no later than as indicated.
- 4. 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.
- 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 contracting agency 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 contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", 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 Contracting agency'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. 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.
- 13. 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.
- 14. QUOTE PREPARATION COSTS:** The Town is not liable for any costs incurred by the offeror in quote preparation.
- 15. 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.

16. 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.

17. 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.

18. 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.

19. LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

20. 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.

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

22. 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.

23. 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.

24. BILLING INSTRUCTIONS: Invoices must be billed to the ordering Department's address shown on the individual Purchase Order, Contract Award and/or Delivery Order. The ordering Department will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering Department.