



**REQUEST FOR QUOTATION**

**RFQ 13-2015**

**Town of Scarborough Police Department Ammunition**

**PURCHASING DEPARTMENT**

**for Scarborough Police Department**

P: (207)730-4083

F: (207)730-4088

E: kmassa@ci.scarborough.me.us

Page 1 of 4 Date 9/10/14

**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 by September 30, 2014 to the above fax number or email address.

**DELIVERY LOCATION:** Scarborough Public Safety Building  
246 US Route One  
Scarborough, ME 04074

**BUYER:** Thomas Hall, Town Manager/Purchasing Agent  
259 US Route One  
Scarborough, ME 04074

**VENDOR QUOTATION**

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	40 S&W 180 grain Training Ammunition	20,000-30,000	Rounds		
2	40 S&W 180 grain Duty Ammunition	4,000	Rounds		
3	.223 REM 55 grain Full Metal Jacket Training Ammunition	15,000-25,000	Rounds		
4	.223 REM 55 grain Tactical Duty Ammunition	1,000	Rounds		
5	12 Gauge 2 3/4" One ounce rifled slug	2,000	Rounds		
6	12 Gauge 2 3/4" 9 Pellet Buckshot	2,000	Rounds		
7	308 WIN.Match 168 Grain Boat-Tail Hollow Point (GM308M)	2,000-3,000	Rounds		
<ul style="list-style-type: none"> <li>We will not accept reloaded or re-manufactured ammunition</li> <li>SPEER GOLD DOT PREFERRED WHERE POSSIBLE</li> <li>Alternative products will be considered, as long as they are equal to or superior to the specified items.</li> </ul>					

**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

## **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. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the Purchasing Agent.
- 2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 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. 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.
- 6. TOWN OF SCARBOROUGH PURCHASING ORDINANCE:** The Purchasing Ordinance and its Regulations, are made a part of this document as if fully set forth herein.
- 7. 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
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. TITLE:** Title passes to the Town for each item at FOB destination.
- 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. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**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. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the Town, be awarded to the next low offeror receiving other awards for consolidation purposes.

**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.

**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. Late quotes will not be accepted.

**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 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.

**32. OFFERORS 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 procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**33. COMPLIANCE WITH ADA:** By signature of their quote the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**RFQ 13-2015 Contact List:**

1. Riley's Sport Shop; [www.rileysle.com](http://www.rileysle.com) 603 485 9019
2. Ultramax Ammunition; 800 345 5852
3. Black Hills Ammunition; 605 348 5150
4. AmChar; 800 333 0695 x159
5. Eagle Point Gun/TJ Morris & Son; [majortjmorrisiii@comcast.net](mailto:majortjmorrisiii@comcast.net); 858-848-6945
6. Pac n Arms; [pacarms2@yahoo.com](mailto:pacarms2@yahoo.com); 207-324-5724
7. Interstate Arms Corp 978 667 7060
8. G3 Firearms 207 225 3432
9. Tri-State Police Equipment; 207-395-4996
10. Kittery Trading Post; [davemich@ktp.com](mailto:davemich@ktp.com); 207-752-9039