

TIM LANE
Scott County Sheriff

Item #14
4/30/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: April 30, 2019

Memo To: Board of Supervisors

From: Major Shawn Roth

REF: 2019 Capital Budget for Deputy Semi-Automatic Rifles

Enclosed is the bid spreadsheet and the LMT updated quote for the semi-automatic rifles for \$80,700.56. These rifles will be purchased with approved capital funds from the 2019 budget for \$86,000. Thirteen (13) responses were received through the bid process.

The Sheriff's Office had a team of five deputies evaluate all the bids which resulted in a field test of two vendors – LMT and Rock River Arms. After the field test, we chose LMT as their product best met our specifications.

This is an update of our current rifle inventory.

Please feel free to contact me with any questions.



1305 West 11th Street, Milan, IL 61264 USA
 Phone 309-787-7151 / Fax 309-787-7193
WWW.LMTDefense.com

REQUESTED QUOTATION

Quote Number: Q5013
 Number of Pages: 5

Organization Name: Scott County Iowa

Contact Name: Purchasing@scottcountyio.wa.com

Address:

Customer Reference:

Tel:

Fax:

Email:

Note: Lewis Machine & Tool Company, Inc. is pleased to offer this quotation subject to the following terms and conditions and for ultimate end use by the Sheriff's Department of Scott County Iowa. If you have questions or need clarification, please feel free to contact me at (309) 787-7151.

Date of Quote: April 24, 2019
 Validity of Quote: 90 Days

Payment Terms: Pre-payment
 Delivery Date: 6 to 8 weeks ARO

PRICING AND PART NUMBERS:

Item #	LMT Part #	Description	QTY	Unit	Extended
1	CQB105-MARS	LM8 5.56 MARS SEMI-AUTO RIFLE SYSTEM • CARBINE LENGTH UPPER RECEIVER WITH PICATINNY RAILS • 10.5" CHROME LINED 1:7" TWIST 5.56 BARREL • STANDARD SEMI-AUTO BOLT CARRIER GROUP • AMBIDEXTROUS CHARGING HANDLE • MARS-LS LOWER W/ SOPMOD BUTTSTOCK AND TWO-STAGE TRIGGER GROUP • INCLUDES: OPERATOR'S MANUAL, MAGAZINE, LMT FLIP SIGHTS • DIRECT THREAD SUPPRESSOR – VIRTUAL BAFFLE SYSTEM, FLUSH MOUNT	46	\$1754.36	\$80,700.56
2	ARMORER	ARMORER TRAINING AT LMT FACILITIES IN ELDRIDGE, IOWA. CERTIFICATION INCLUDED.	1	\$0	\$0
3	SHIPPING	SHIPPING	1	\$0	\$0
Total Quote Value in US Dollars:					\$80,700.56

ADDITIONAL TERMS:

- 1.) **Shipping Terms:** Shipping included
- 2.) **Payment Terms:** Pre-payment
- 3.) **Payment Information:**

To:
 Lewis Machine & Tool Co. (LMT)
 1305 West 11th Street
 Milan, IL 61264

4.) **Pricing:** All prices quoted are firm fixed U.S. Dollars.

5.) **Fees:** All fees are included.

6.) **Delivery Schedule:**

Item No.	Quantity	Ship Date
1	ALL	6 to 8 weeks ARO
NOTE: *Order acceptance is contingent upon receiving a purchase order and ATF license, whichever occurs last.		
Delivery Date is based on order approval and acceptance by Lewis Machine & Tool Company's Contracts Department, see Term 16 below.		

7.) **Inspections:** Product inspection and acceptance shall occur at Lewis Machine & Tool Co. All inspections and acceptance shall be conducted in accordance with the LMT standard inspection process, for the specified product.

8.) **Packaging:** Standard Commercial Packaging. Batteries are not included unless specifically listed under "kit contents".

9.) **Order Minimums:** All requested price breaks are stated above in quote.

10.) **Warranty:**

X	One (1) year limited warranty on systems, in accordance with the LMT standard warranty provisions provided in the terms and conditions attached hereto.
	Ninety (90) day limited warranty on all spare parts, components or accessories.
NOTE:	Lewis Machine & Tool Co. can offer extended warranty programs for a nominal fee upon the request of the customer.

11.) **Export License:** These products are not to be exported out of the US. If the customer is applying for the export license, a copy must be faxed to Lewis Machine & Tool Co., Inc. at (309) 787-7193 prior to ship date.

12.) **Certification:** Lewis Machine & Tool Co. certifies all products as new manufacture and unused.

13.) **Cancellation Policy:** If the customer elects to cancel any order resulting from this quotation the customer shall be liable for 25% of the full contract value, payable to LMT within 30 days of cancellation.

14.) **Legal:** In the event of a dispute between parties, the relevant laws of the State of Illinois, USA and the US Federal Code apply.

15.) **Manufacturer's Cage Code:** Lewis Machine & Tool Company's US Government Manufacturer Cage Code is 3W544.

16.) **Terms and Conditions:** The Terms and Conditions cited herein shall apply to any order placed as a result of this quotation. Any terms and conditions provided from the Buyer shall be subject to review and if necessary, negotiated by Lewis Machine & Tool Company's Contract Representative and written acknowledgement shall be sent to the Buyer upon acceptance of all orders.

17.) **Force Majeure:** Failure to secure a license through the US State Department constitutes a force majeure issue and will not result in penalties against Lewis Machine & Tool Co.

Quote Prepared By: Mathew Pruitt
Title: Director, Sales & Marketing
Tel: 309-787-7151
E-Mail Address: pruittm@lmtdefense.com

Please reference quote-number when placing an order. For questions or assistance regarding this quote, please contact me directly.

LEWIS MACHINE & TOOL CO.

TERMS AND CONDITIONS OF SALE

1. **OFFER/ACCEPTANCE:** No order becomes a contract unless accepted in writing by a Lewis Machine & Tool Co. ("LMT") duly authorized official. Additional or differing terms and conditions proposed by Buyer shall have no effect unless accepted in writing by LMT.
2. **PRICES:** Prices quoted for items sold ("Equipment") do not include any customs duties, fees or taxes, however characterized, transportation charges or insurance costs, all of which where applicable shall be paid by Buyer. Price includes packaging in accordance with standard commercial practice unless otherwise specified by Buyer in which case packaging will be at Buyer's expense.
3. **EFFECTIVE DATE:** Unless otherwise agreed, no contract becomes effective until all of the following events have occurred: (1) where payment is by Letter of Credit ("L/C"), an L/C acceptable to LMT has been opened and confirmed, (2) Contract has been signed and approved by both parties, and (3) any down payment required by LMT is on deposit. LMT shall not be obligated to commence work until the foregoing events have occurred.
4. **DELIVERY:** Delivery is free carrier (FCA), Milan, Illinois (INCOTERMS 2010). Risk of loss will pass upon delivery to a carrier at LMT's facility. LMT will deliver to a carrier it deems most appropriate, unless Buyer specifies a carrier.
5. **DELAYS:** LMT will use its best effort to make delivery in accordance with the contract, but LMT will not be liable to Buyer for delays in manufacturing or delivery due to causes beyond its reasonable control, including without limitation fire, accidents, acts of God, act of war (declared or undeclared), civil commotion, terrorism, hostilities, inability to secure materials or labor, non-issuance, lapse or withdrawal of U.S. export license, and government acts, laws, or regulations. In the event of such delay LMT reserves the right to extend the date for delivery by a period of time equal to the time lost by reason of the delay(s). In the event of late payment or performance by Buyer of its obligations, the parties will negotiate an equitable adjustment in price and schedule.
6. **PAYMENT:** Payment shall be made in full in immediately available U.S. dollars to Lewis Machine & Tool Co. by bank wire transfer, letter of credit, or as otherwise agreed in the contract to which these terms and conditions are attached. Title shall pass to the buyer upon payment in full.
7. **WARRANTIES AND REMEDIES:** Unless otherwise indicated in the quotation or proposal, LMT warrants that equipment and other items will conform to contract specifications and will be free from defects in material and workmanship under normal usage at time of delivery provided that notice of any defect must be furnished in writing to LMT within 12 months of delivery. LMT's sole liability under the warranty shall be limited to repair, replacement, or refund, at LMT's option. The warranty period shall not be extended for any reason. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, or negligence. LMT is not liable for Equipment that has been abused, altered, or repaired by Buyer or a third party. LMT warrants that title conveyed shall be good and Equipment free of any security interest or lien except that LMT shall have a security interest in Equipment until the purchase price is paid.
8. **LIMITATIONS:** LMT shall in no event be liable to Buyer or any third party for any consequential damages for personal injury, property damage or for any incidental or consequential damages due to use, possession, or operation of the products sold hereunder, whether alleged to be due in whole or part to LMT's fault or negligence, or for any damages in excess of the price actually paid for the item of Equipment which is the subject of the claim for damages.
9. **PATENTS:** LMT will hold Buyer harmless from any claim of infringement of a U.S. patent brought by any third party against Buyer for Equipment purchased hereunder that is of LMT's design. Buyer agrees to give LMT prompt notice of such claim and the right to maintain sole control of the defense and all negotiations for settlement or compromise of such claim. If a final injunction is obtained against Buyer's use of the Equipment or portion thereof as a result of infringement of a

patent, LMT will, at its option and expense, either procure for Buyer the right to continue using the Equipment, replace or modify it so as to become non-infringing, or grant Buyer credit for the then value of the Equipment or portion thereof as mutually agreed and accept its return. LMT will not accept any liability for Equipment purchased hereunder but altered to infringe a patent. The foregoing states the entire liability of LMT and the exclusive remedy of Buyer with respect to infringement of patents by the Equipment purchased, or any part thereof, or by its use. LMT shall not be liable for any incidental or consequential damages such as, without limitation, loss of profits.

10. FINAL INSPECTION AND ACCEPTANCE:

Final inspection and acceptance shall occur at LMT's facility upon satisfactory completion of inspection or acceptance testing to be performed by LMT in accordance with LMT quality procedures.

11. COMPLIANCE WITH U.S. LAW:

Export of the items purchased under this agreement is contingent upon obtaining an export license from either the U.S. Department of State or Commerce as applicable, and LMT will not be liable for the Government's failure to issue or withdrawal of any previously issued export license. Buyer, or other organization disclosed by Buyer in the sales contract, is the ultimate destination of any item sold hereunder. Buyer will not transfer items sold hereunder without approval of the U.S. Government in accordance with U.S export regulations.

12. PROPRIETARY INFORMATION:

It may be necessary to disclose to Buyer information that LMT wishes to protect from unauthorized use and disclosure. Buyer agrees that it will not disclose to anyone outside its organization, or to anyone within its organization that does not have a need to know, any information or data that that is submitted in writing and designated by an appropriate marking indicating a proprietary nature, or which is submitted orally and identified as proprietary provided that LMT notifies Buyer in writing of the proprietary information within 30 days of its oral disclosure.

13. JURISDICTION:

The laws of the State of Illinois shall govern this Agreement, and shall be the exclusive jurisdiction and venue for any

proceedings connected with or arising from this Agreement.

14. GENERAL:

The terms and conditions of this Agreement constitute the full understanding and the entire agreement between the parties, and no terms, conditions, understandings or agreements purporting to add, delete, modify, cancel, rescind or vary them shall be binding unless accepted in writing by the party to be bound. In the event any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other portions of this Agreement.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

May 2, 2019

APPROVAL OF THE BID OF \$80,700.56 FROM LMT FOR THE SHERIFF'S OFFICE
SEMI-AUTOMATIC RIFLES

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Board hereby approves the purchase of the MARS semi-automatic rifles for \$80,700.56 through LMT.
- Section 2. This resolution shall take effect immediately.