

NEW

**State of Maine****Master Agreement****Effective Date:** 02/01/18**Expiration Date:** 01/31/20**Master Agreement Description:** Master Agreement for 1/2" Diameter Modified Toggle Bolts**Buyer Information**

Donny Crockett

207-624-7336 **ext.**

Donny.Crockett@maine.gov

**Issuer Information**

SHARON KRECHKIN

207-624-3038 **ext.**

sharon.krechkin@maine.gov

**Requestor Information**

Sharon Krechkin

207-624-3038 **ext.**

sharon.krechkin@maine.gov

**Authorized Departments**

17A TRANSPORTATION

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000021225

**Vendor Name**

L. B. Foster Company

**Alias/DBA****Vendor Address Information**

PO Box 643343

Pittsburgh, PA 15264-3343

US

**Vendor Contact Information**

Phil Fillingier

412-928-3504 **ext.**

PFillingier@lbfoster.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** L. B. Foster Company

**Commodity Line #:** 1

**Commodity Code:** 32010

**Commodity Description:** Half Inch Diameter Modified Toggle Bolts

**Commodity Specifications:** As per the specifications attached made part of this MA.

**Commodity Extended Description:** Half Inch Diameter Modified Toggle Bolts as specified. Minimum Order Quantity of 100 Pieces.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
35	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00		
<b>Catalog Name</b>	<b>Discount</b>	
LB Foster	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	02/01/18	01/31/20

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17A18011100000000000356**

**Master Agreement for ½” Diameter Modified Toggle Bolts**

**Quotations/Responses Due: 1/30/2018** not later than 4:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine’s e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned**, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services (“Division”) is acting on behalf of the **MaineDOT** (“Requesting Department”). The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

## **RFQ REQUIREMENTS**

### **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix B**

### **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Municipality Participation (Page 15 of this document)**
- **Detailed Itemized Quote**
- **Product Data/Information Sheets**
- **Warranty Information**

### **3. Master Agreement Term**

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **two** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	2/1/2018	1/31/2020
Renewal Period #1	2/1/2020	1/31/2021
Renewal Period #2	2/1/2021	1/31/2022

#### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link:  
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.

- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## **6. Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications, then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- f. **Maine Business Consideration for commodities or services valued at \$50,000 or more**
  - i. Award will be made to Maine Businesses who propose a cost within 5% of the low cost bid submitted by a non-Maine Business, if they have an equivalent specification. Best value considerations may affect the outcome of the bid evaluation.
  - ii. Equivalent specification means that bids being considered meet or exceed specifications provided in the RFQ document including any best value considerations, or are equal in specification as described above in section c.

### **iii. Definition of a Maine Business**

1. A Maine business is one that can certify and show proof of each of the following:

- a. Physical location within the borders of Maine
- b. Employment of at least one Maine resident
- c. Subject to State of Maine taxes such as the following:
  - i. Business Income, or Corporate Income
  - ii. Property
  - iii. Employment – Unemployment, worker's compensation

iv. Bidders, who want to be considered a Maine Business for evaluation and award purposes, must certify by their signature on the Proposal Cover page that they meet the definition of a Maine Business. Upon the award of a contract on the basis of this consideration, additional proof may be required from an awarded Maine Business.

v. The use of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states "Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion. Consideration for Maine business enterprises may result in low cost or top scoring bids not being considered as the best-value for the State of Maine."

## **7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).



6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

**D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. ***Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination".*** The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

**E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

**F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of Business Management in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of Business Management, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II      CONTRACT ADMINISTRATION AND CONDITIONS**

### **A.    Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B.    Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C.    Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

"9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

## Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

<b>Are you a Maine Business as defined in this RFQ under <u>RFQ Requirements, Section 6. Quotation Evaluation and Selection?</u></b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
--	--

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

### Debarment, Performance, and Non-Collusion Certification

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

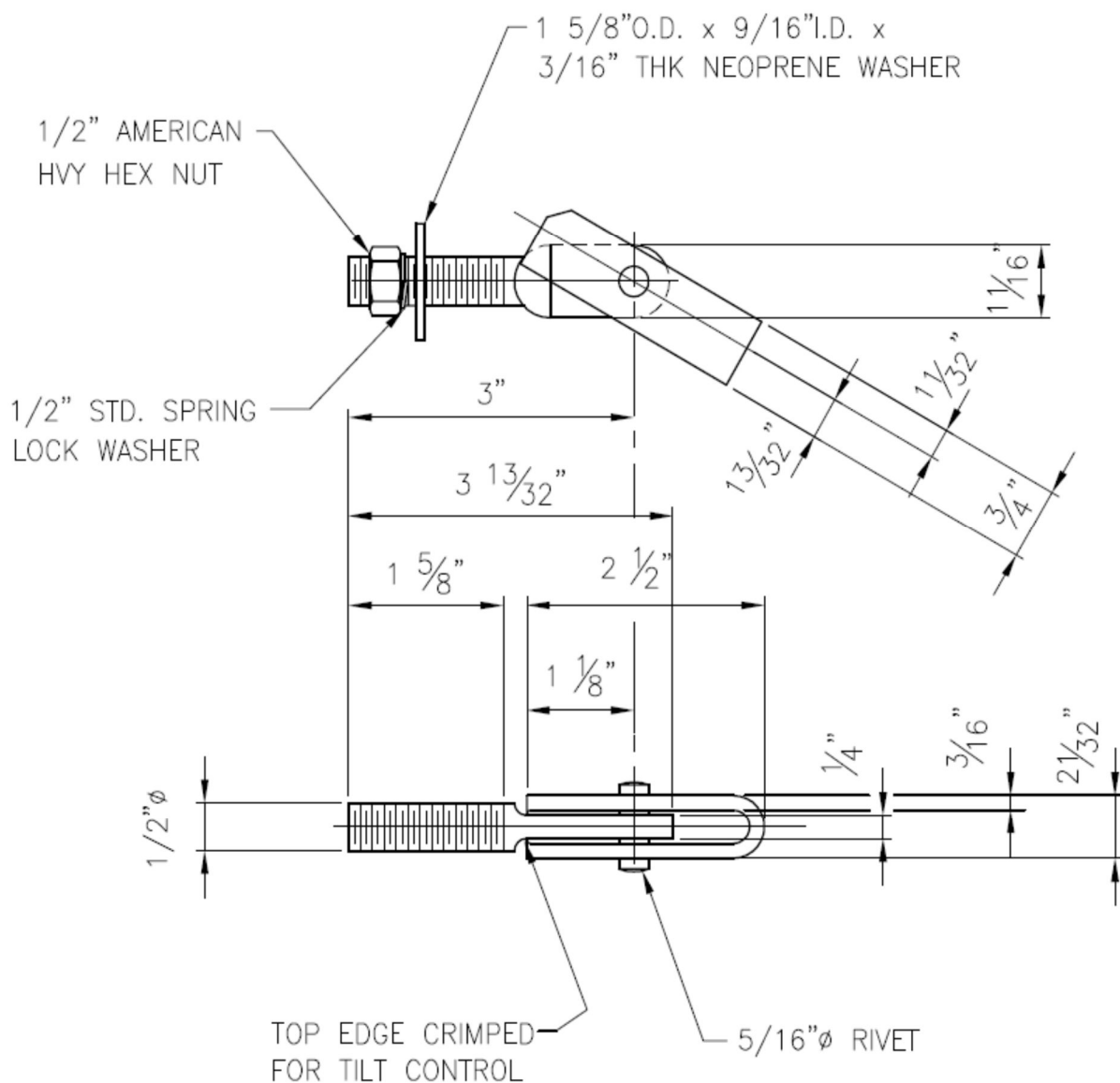
Appendix B

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

DETAILED SPECIFICATIONS

RFQ # 17A18011100000000000356

**Master Agreement for 1/2" Diameter Modified Toggle Bolts**



<b>Description</b>	<b>ASTM</b>	<b>Alloy/GR.</b>	<b>Remarks</b>
Toggle	A569	1015 H.R Stl.	Pickled and Oiled
Toggle Bolt	A322	½ - 13 Unc – 2A, 1335 H.R. Stl.	Heat Treated RC 32-38 per ASTM A354
Neoprene Washer			
Nut	A311	½ - 13 UNC AM. HVY. HEX. 1035 C.R. STL.,	Heat treated per ASTM A325 GR.2H
Rivet	A331	4140/41L40 C.R. STL.	

Notes:

Required Minimum tensile load for ½” Toggle Bolts shall be 5800 lbs when in open position and tested through a 1” diameter hole

Toggle bolt assembly to be received as an assembly, not individual parts.

Toggle Bolt Assembly to be entirely Cadmium Plated. Plating shall conform to Yype N.S. .0005” ThK ASTM B766.

Estimated Yearly Purchases: Appx. \$10,000.00.

Please include FOB Destination shipping in your bid price

## **Delivery Locations:**

### **Region 1**

Dunstan Maintenance Lot  
570 US Route 1  
Scarborough, ME 04070

### **Region 2**

Region 2 MaineDOT Lot  
420 Lewiston Rd.  
West Gardiner, ME 04345

### **Region 3**

Region 3 MaineDOT  
547 Main St.  
Dixfield, ME 04224

### **Region 4**

MaineDOT Maintenance Lot  
991 Fuller Rd.  
Carmel, ME 04419

MaineDOT Headquarters  
219 Hogan Rd.  
Bangor, ME 04401

MaineDOT Maintenance Lot  
327 Thorsen Rd.  
Hancock, ME 04640

MaineDOT Maintenance Lot  
58 Old County Rd.  
Pembroke, ME 04666

### **Region 5**

MaineDOT Maintenance Lot  
159 Bangor St.  
Houlton, ME 04730

MaineDOT Maintenance Lot  
33 Spruce St.  
Presque Isle, ME 04769

### **Appendix C**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**COST RESPONSE**

**RFQ # 17A180111000000000000356**

**Master Agreement for ½” Diameter Modified Toggle Bolts**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

**Please download this document to your desktop, fill out required sections (Appendix A Bid Cover Page & Debarment Form), and attach to your response in VSS along with requested documents. For your electronic response in VSS, please put the total price of one complete toggle bolt assembly (as specified with all components) in the unit price field. Please also fill in the delivery days. (Attachment maximum size is 2mb each!)**

**REQUESTED RETURNED DOCUMENTS:**

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Appendix D: Municipality Participation (Page 15 of this document)**
- **Detailed Itemized Quote**
- **Product Data/Information Sheets**
- **Warranty Information**



Appendix D

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

Municipality Political Subdivision and School District  
Participation Certification

RFQ # 17A18011100000000000356

**Master Agreement for ½” Diameter Modified Toggle Bolts**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_\_ Yes

\_\_\_\_\_ Yes with conditions as follows:

\_\_\_\_\_ No

Name of Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <u>L.B. Foster Company</u>		
Chief Executive - Name/Title: <u>Robert Bauer, CEO</u>		
Tel: <u>412-928-3452</u>	Fax: <u>412-928-3477</u>	E-mail: <u>B.Bauer@LBFoster.com</u>
Headquarters Street Address: <u>415 Holiday Dr</u>		
Headquarters City/State/Zip: <u>Pittsburgh PA 15220</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Mike Riley Marketing Manager</u>		
Tel: <u>412-928-3452</u>	Fax: <u>412-928-3477</u>	E-mail: <u>mriley@LBFoster.com</u>
Street Address: <u>415 Holiday Dr.</u>		
City/State/Zip: <u>Pittsburgh PA 15220</u>		


**Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection**

☐ Yes

☒ No

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <u>Mike Riley</u>	Title: <u>Marketing Manager</u>
Authorized Signature: 	Date: <u>1/29/18</u>

Appendix D

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

Municipality Political Subdivision and School District  
Participation Certification

RFQ # 17A18011100000000000356

Master Agreement for ½" Diameter Modified Toggle Bolts

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes with conditions as follows:

☐ No

Name of Company:

L. B. Foster Company

Address:

415 Holiday Dr., Pittsburgh PA 15220

Signature:



Date:

1/29/18


### Debarment, Performance, and Non-Collusion Certification

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: <i>Mike Riley</i>	Title: <i>Marketing Manager</i>
Authorized Signature: 	Date: <i>1/29/18</i>

# **LB Foster**

**Fabricated Bridge Products**

415 Holiday Dr.  
Pittsburgh, PA 15220  
(412) 928-3452  
(412) 928-3477  
mriley@lbfooster.com

1/31/2018

**State of Maine**  
**Department of Administrative and Financial Services**  
**Bureau of Business Management**  
**Division of Procurement Services**

Re: RFQ # 17A180111000000000000356  
Master Agreement for ½" Diameter Modified Toggle Bolts

L. B. Foster warrants it's products for the referenced FRQ, to be free of defects in material and workmanship for a period of One year. Products must be installed as indicated on the approved standard drawings. Material certifications will be supplied.

With Best Regards,



Mike Riley  
Marketing Manager

## GENERAL NOTES

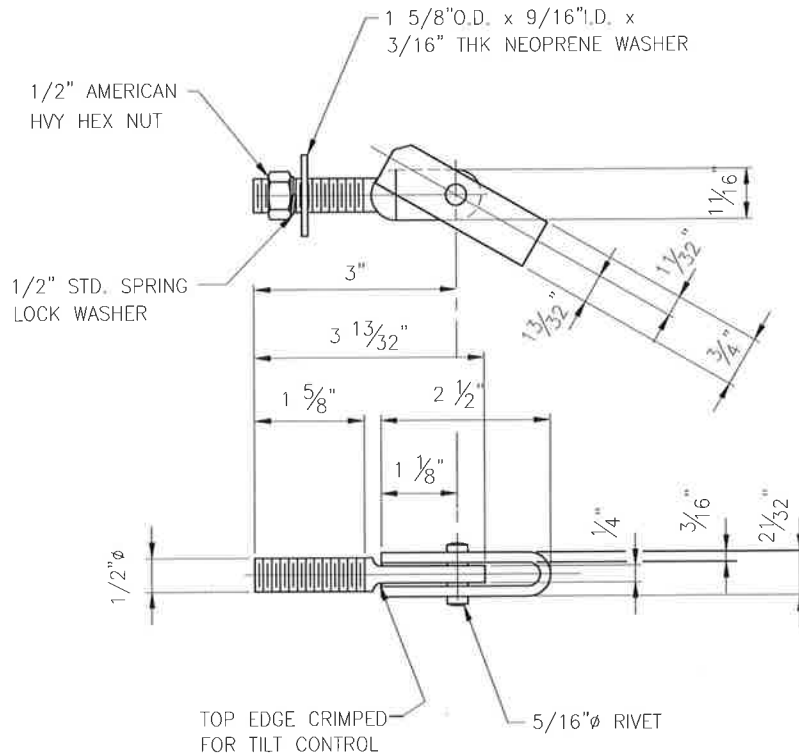
ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE MAINE DEPARTMENT OF TRANSPORTATION STANDARD DETAILS HIGHWAYS AND BRIDGES LATEST REVISION.

DESCRIPTION	ASTM	ALLOY/GR.	REMARKS
TOGGLE	A569	1015 H.R. STL. PICKLED & OILED	
TOGGLE BOLT	A322	1/2-13 UNC-2A, 1335 H.R. STL. HEAT TREATED RC 32-38 PER ASTM A354	
NEOPRENE WASHER			
NUT	A311	1/2-13 UNC AM. HVY. HEX. 1035 C.R. STL., HEAT TREATED PER ASTM A325 GR.2H	
RIVET	A331	4140/41L40 C.R. STL.	

\*\* REQ'D MIN TENSILE LOAD FOR 1/2" TOGGLE BOLTS SHALL BE 5800 lbs WHEN IN OPEN POSITION AND TESTED THRU A 1"Ø HOLE.

→ HOLES IN RAILS ARE TO BE DRILLED IN FIELD TO INSURE PROPER FIT.

TOGGLE BOLT ASSEMBLY TO BE ENTIRELY CADMIUM PLATED.  
PLATING SHALL CONFORM TO TYPE N.S. .0005" THK ASTM B766.



200 ~ REQ'D 1/2"Ø MODIFIED TOGGLE BOLTS

'TGB1'

(REF. #14420 - MODIFIED)

**LB Foster**  
Fabricated Bridge Products

**L.B. FOSTER COMPANY**  
415 HOLIDAY DRIVE  
PITTSBURGH, PA 15220

FOR: MEDOT  
MAINE DEPARTMENT OF TRANSPORTATION

MISC REPLACEMENT PARTS

MADE CMS DATE 09/23/16 JOB NO. AR0979  
CHECK BLJ DATE 09/23/16 DRAWING LB01(LAST)

REV. NO.

REV.	DESCRIPTION	BY	DATE