

NEW

**State of Maine****Master Agreement****Effective Date:** 02/01/19**Expiration Date:** 01/31/20**Master Agreement Description:** Master Agreement for Road Widener Shouldering Machine**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Requestor Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Authorized Departments**17D MOTOR TRANSPORT  
17A TRANSPORTATION**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC1000097355

**Vendor Name**

AMBROSE EQUIPMENT CO

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

1401 HOOKSETT RD

HOOKSETT, NH 03106

US

**Vendor Contact Information**

Jon Harkness

603-851-1953 ext.

j.harkness@AMBROSEEEQUIPMENT.COM

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** AMBROSE EQUIPMENT CO

**Commodity Line #:** 1

**Commodity Code:** 76000

**Commodity Description:** Master Agreement for Road Widener Shouldering Machine

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

**Commodity Extended Description:** Master Agreement for Road Widener Shouldering Machine

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
30	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>	
Road Widener	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	02/01/19	01/31/20

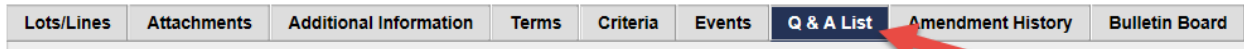
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**Quotations/Responses Due: 1/30/2019** not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine’s E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.



**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 Department of Transportation** (“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 and Debarment Form (Pages 11 & 12 of this document)**
- **Appendix B: Detailed Specifications (Pages 14 & 15 of this document)**
- **Appendix D: Maine Business and Economic Impact Consideration Form (Page 18 of this document)**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 19 of this document)**
- **Appendix F: Certifications (Pages 20 thru 22 of this document)**
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **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 and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for three renewal periods of one year each.

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	2/15/2019	2/14/2020
Renewal Period #1	2/15/2020	2/14/2021
Renewal Period #2	2/15/2021	2/14/2022
Renewal Period #3	2/15/2022	2/14/2023

#### 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 and Economic Impact Consideration**  
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration 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.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

Maine Business Analysis	Percentage
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

Maine Economic Impact	Percentage
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

## 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.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
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 General Services 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 General Services, 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 Buyer Purchase Order, Contract Agreement to Purchase Services or 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

## 1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Road Widener Shouldering Machine is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

### APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).

The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote.  
**Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix G.**

## 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:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- 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;
- 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;
- 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 # 17D1901160000000000214

**Master Agreement for Road Widener Shouldering Machine**

**INTENT**

The purpose and intent of this specification is to describe a road widener shouldering machine. It must be of rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The road widener shouldering machine must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (**Prefer Road Widener LLC Model FH R/H Discharge or approved equal**).

**COMPLETENESS**

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the road widener shouldering machine pursuant to these specifications.

Any part or detail which makes the road widener shouldering machine complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the road widener shouldering machine industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all road widener shouldering machines provided by the manufacturer should be interchangeable.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the

detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

**If a Bidder fails to provide requested information may be rejected as unresponsive. If information on a quote is found to be false or misleading, the quote will be rejected. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.**

<b>The following abbreviations must be used:</b>		<table border="1"> <tr> <td><b>X</b></td> <td><b>Standard or as specified</b></td> </tr> <tr> <td><b>N/A</b></td> <td><b>Not Available</b></td> </tr> <tr> <td><b>DI</b></td> <td><b>Dealer Installed</b></td> </tr> <tr> <td><b>AE</b></td> <td><b>Approved Equal</b></td> </tr> </table>			<b>X</b>	<b>Standard or as specified</b>	<b>N/A</b>	<b>Not Available</b>	<b>DI</b>	<b>Dealer Installed</b>	<b>AE</b>	<b>Approved Equal</b>
<b>X</b>	<b>Standard or as specified</b>											
<b>N/A</b>	<b>Not Available</b>											
<b>DI</b>	<b>Dealer Installed</b>											
<b>AE</b>	<b>Approved Equal</b>											
	<b>2.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>								
<b>2.1</b>	Lay Down Width: 1' to 4'											
<b>2.2</b>	Hydraulic Requirements: Standard Flow 17.5 t- 24.2 gpm											
<b>2.3</b>	Empty Weight: 2,900 lbs.											
<b>2.4</b>	Overall Width Shoes Extended: 161"											
<b>2.5</b>	Overall Width Shoes Retracted; 125"											
<b>2.6</b>	Minimum Overall Height: 51"											
<b>2.7</b>	Minimum Overall Length: 98"											
<b>2.8</b>	Minimum Height to Clear Push Roller: 21"											
<b>2.9</b>	Minimum Conveyor Belt Length: 96"											
<b>2.10</b>	Wireless Remote Controls											
<b>2.11</b>	Single Sided Right-Hand Discharge											
<b>2.12</b>	Universal Mounting Plate to Fit Skid Steer											
<b>2.13</b>	Power Requirements: 12 Volt/15 Amp											
<b>2.14</b>	Pintle Hitch Push Plate											



<b>2.15</b>	Roller Extensions			
<b>2.16</b>	Heavy duty steering castors with 360 degree turning ability			
<b>2.17</b>	All necessary hardware, hoses, wiring, etc. required to make the package complete and ready to operate.			
<b>2.18</b>	Tie down/lifting rings on all 4 corners			

## Appendix C

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

COST RESPONSE

RFQ # 17D1901160000000000214

**Master Agreement for Road Widener Shouldering Machine**

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, and attach to your response in VSS, along with requested documents. (Attachment maximum size is 2mb each!) For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- Appendix A: Bid Cover Page and Debarment Form (Pages 11 & 12 of this document)
- Appendix B: Detailed Specifications (Pages 14 & 15 of this document)
- Appendix D: Maine Business and Economic Impact Consideration Form (Page 18 of this document)
- Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 19 of this document)
- Appendix F: Certifications (Pages 20 thru 22 of this document)
- Itemized Quote on Company Letterhead
- Product Data/Information Sheets – PDF Brochures
- Warranty Information

**Bids missing these required documents may be rejected.**

Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination and include all installation costs.

**All bids must be entered in the Vendor Self Service (VSS).**

Requested Quantity : 1 EA

Response Type :

Unit Price :

Delivery Days :

Comments:

The image shows a screenshot of a Vendor Self Service (VSS) form. On the left, there are four input fields: 'Requested Quantity' (pre-filled with '1 EA'), 'Response Type' (a dropdown menu with 'Bid' selected), 'Unit Price' (an empty text box), and 'Delivery Days' (an empty text box). On the right, there is a 'Comments' field represented by a large empty text area with a vertical scrollbar. Three red arrows point from the 'Response Type', 'Unit Price', and 'Delivery Days' fields towards the 'Comments' field, indicating that information from these fields should be included in the comments.

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only.

Example: If you bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

**All attachments must be smaller than 2MB in size**

## Appendix D

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17D19011600000000000214**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

### Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

### Maine Economic Impact

1. Fill in the amount stated on your company's most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	
-----------------------------	--

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix E**

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

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:**

**RFQ # 17D1901160000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated

Printed name of Person Bidding

\_\_\_\_\_  
Authorized Signature

Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

**1. EQUIPMENT:**

**2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR**

**REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

**3. EQUIPMENT INFORMATION:**

YEAR:           EQUIPMENT MAKE:

EQUIPMENT MODEL:

**4. MANUFACTURER’S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED**

**5. BASIC EQUIPMENT WARRANTY DESCRIPTION**

**6. NAME/LOCATION OF REPAIR FACILITY(S)** (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES

ADDRESS 1:  
ADDRESS 2:  
ADDRESS 3:  
ADDRESS 4:  
ADDRESS 5:

CONTACT NAME:                   TELEPHONE:

EQUIPMENT PARTS PROVIDER:

ADDRESS:

CONTACT NAME:                   TELEPHONE:

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated

\_\_\_\_\_  
Signature

Print Name

Company Name

**3.0 SPECIFICATION COMPLIANCE**

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated

Printed name of Person Bidding

\_\_\_\_\_  
Authorized Signature

Title



**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**MaineDOT TERMS AND CONDITIONS**

**A. AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

**B. INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

**C. STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

#### **D. PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors 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.”

#### **E. WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

#### **F. DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of zero (\$0.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

## **G. SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

## **H. FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

## **I. INDEMNIFICATION**

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

## **J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case

or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

#### **L. RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

#### **M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

#### **N. CLAIMS AND DISPUTES**

##### **General**

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

##### **Negotiation with MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

##### **Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

##### **Dispute Resolution**

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

**O. CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

**Laws to Be Observed**

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

**Q. SEVERABILITY**

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**R. NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

1-17-19  
Dated

  
\_\_\_\_\_  
Signature

Jon Harkness  
Print Name

Ambrose Equipment  
Company Name

**3.0 SPECIFICATION COMPLIANCE**

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

1-17-19  
Dated

Jon Harkness  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

Sales Rep  
Title

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

1-17-19  
Dated

Jon Harkness  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

Sales Rep.  
Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

1. **EQUIPMENT:** Road Widener FH-R

**2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR**



**Appendix E**

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

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?


X Yes

Yes, with conditions as follows:

No

**Name of Company:** Ambrose Equipment Co.

**Address:** 1401 Hooksett Rd. Hooksett, NH 03106

**Signature:** 

**Date:** 1-17-19

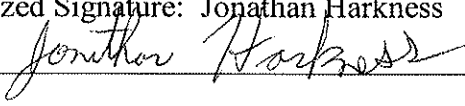
**Debarment, Performance, and Non-Collusion Certification**

*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: Jon Harkness	Title: Sales Rep
Authorized Signature: Jonathan Harkness 	Date: 1-17-19

**Appendix A**

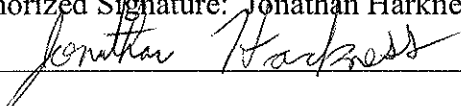
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Ambrose Equipment Co.		
Chief Executive - Name/Title: Jeff Lothrop-President		
Tel: (603)644-8787	Fax: (603)644-8747	E-mail: j.lothrop@ambroseequipment.com
Headquarters Street Address: 1401 Hooksett Rd		
Headquarters City/State/Zip: Hooksett, NH 03106		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Jon Harkness		
Tel: (603)851-1953	Fax: (603)644-8747	E-mail: j.harkness@ambroseequipment.com
Street Address: 1401 Hooksett Rd		
City/State/Zip: Hooksett, NH 03106		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- 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;
- 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;
- 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: Jon Harkness	Title: Sales Rep
Authorized Signature: Jonathan Harkness 	Date: 1-17-19

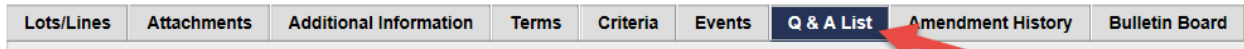
**STATE OF MAINE**  
**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**  
**BUREAU OF BUSINESS MANAGEMENT**  
**DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**Quotations/Responses Due: 1/30/2019** not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine’s E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.



**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 Department of Transportation** (“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 and Debarment Form (Pages 11 & 12 of this document)**
- **Appendix B: Detailed Specifications (Pages 14 & 15 of this document)**
- **Appendix D: Maine Business and Economic Impact Consideration Form (Page 18 of this document)**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 19 of this document)**
- **Appendix F: Certifications (Pages 20 thru 22 of this document)**
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **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 and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for three renewal periods of one year each.

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	2/15/2019	2/14/2020
Renewal Period #1	2/15/2020	2/14/2021
Renewal Period #2	2/15/2021	2/14/2022
Renewal Period #3	2/15/2022	2/14/2023

#### 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 and Economic Impact Consideration**  
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration 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.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

Maine Business Analysis	Percentage
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

Maine Economic Impact	Percentage
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

## 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.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
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 General Services 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 General Services, 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 Buyer Purchase Order, Contract Agreement to Purchase Services or 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 MRS §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

## 1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Road Widener Shouldering Machine is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

### APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).

The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote.  
**Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix G.**

## 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: Ambrose Equipment Co.		
Chief Executive - Name/Title: Jeff Lothrop-President		
Tel: (603)644-8787	Fax: (603)644-8747	E-mail: j.lothrop@ambroseequipment.com
Headquarters Street Address: 1401 Hooksett Rd		
Headquarters City/State/Zip: Hooksett, NH 03106		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Jon Harkness		
Tel: (603)851-1953	Fax: (603)644-8747	E-mail: j.harkness@ambroseequipment.com
Street Address: 1401 Hooksett Rd		
City/State/Zip: Hooksett, NH 03106		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- 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;
- 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;
- 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: Jon Harkness	Title: Sales Rep
Authorized Signature: Jonathan Harkness	Date: 1-17-19

## 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: Jon Harkness	Title: Sales Rep
Authorized Signature: Jonathan Harkness	Date: 1-17-19

## Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D1901160000000000214

**Master Agreement for Road Widener Shouldering Machine**

**INTENT**

The purpose and intent of this specification is to describe a road widener shouldering machine. It must be of rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The road widener shouldering machine must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (**Prefer Road Widener LLC Model FH R/H Discharge or approved equal**).

**COMPLETENESS**

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the road widener shouldering machine pursuant to these specifications.

Any part or detail which makes the road widener shouldering machine complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the road widener shouldering machine industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all road widener shouldering machines provided by the manufacturer should be interchangeable.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the



detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

**If a Bidder fails to provide requested information may be rejected as unresponsive. If information on a quote is found to be false or misleading, the quote will be rejected. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.**

<b>The following abbreviations must be used:</b>		<b>X</b>	<b>Standard or as specified</b>	
		<b>N/A</b>	<b>Not Available</b>	
		<b>DI</b>	<b>Dealer Installed</b>	
		<b>AE</b>	<b>Approved Equal</b>	
	<b>2.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>2.1</b>	Lay Down Width: 1' to 4'	<b>X</b>		
<b>2.2</b>	Hydraulic Requirements: Standard Flow 17.5 t- 24.2 gpm	<b>X</b>		
<b>2.3</b>	Empty Weight: 2,900 lbs.	<b>X</b>		
<b>2.4</b>	Overall Width Shoes Extended: 161"	<b>X</b>		
<b>2.5</b>	Overall Width Shoes Retracted; 125"	<b>X</b>		
<b>2.6</b>	Minimum Overall Height: 51"	<b>X</b>		
<b>2.7</b>	Minimum Overall Length: 98"	<b>X</b>		
<b>2.8</b>	Minimum Height to Clear Push Roller: 21"	<b>X</b>		
<b>2.9</b>	Minimum Conveyor Belt Length: 96"	<b>X</b>		
<b>2.10</b>	Wireless Remote Controls	<b>X</b>		
<b>2.11</b>	Single Sided Right-Hand Discharge	<b>X</b>		
<b>2.12</b>	Universal Mounting Plate to Fit Skid Steer	<b>X</b>		
<b>2.13</b>	Power Requirements: 12 Volt/15 Amp	<b>X</b>		
<b>2.14</b>	Pintle Hitch Push Plate	<b>X</b>		

<b>2.15</b>	Roller Extensions	<b>X</b>		
<b>2.16</b>	Heavy duty steering castors with 360 degree turning ability	<b>X</b>		
<b>2.17</b>	All necessary hardware, hoses, wiring, etc. required to make the package complete and ready to operate.	<b>X</b>		
<b>2.18</b>	Tie down/lifting rings on all 4 corners	<b>X</b>		

## Appendix C

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

COST RESPONSE

RFQ # 17D1901160000000000214

**Master Agreement for Road Widener Shouldering Machine**

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, and attach to your response in VSS, along with requested documents. (Attachment maximum size is 2mb each!) For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- Appendix A: Bid Cover Page and Debarment Form (Pages 11 & 12 of this document)
- Appendix B: Detailed Specifications (Pages 14 & 15 of this document)
- Appendix D: Maine Business and Economic Impact Consideration Form (Page 18 of this document)
- Appendix E: Municipality Political Subdivision and School District Participation Certification (Page 19 of this document)
- Appendix F: Certifications (Pages 20 thru 22 of this document)
- Itemized Quote on Company Letterhead
- Product Data/Information Sheets – PDF Brochures
- Warranty Information

**Bids missing these required documents may be rejected.**

Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination and include all installation costs.

**All bids must be entered in the Vendor Self Service (VSS).**

Requested Quantity : 1 EA

Response Type :

Unit Price :

Delivery Days :

Comments:

Red arrows indicate that information from the Response Type, Unit Price, and Delivery Days fields is used to populate the Comments field.

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only.

Example: If you bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

**All attachments must be smaller than 2MB in size**

## Appendix D

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17D19011600000000000214**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

### Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

### Maine Economic Impact

1. Fill in the amount stated on your company's most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	Ambrose Equipment Co.
-----------------------------	-----------------------

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix E**

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

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?

X Yes

Yes, with conditions as follows:

No

**Name of Company:** Ambrose Equipment Co.

**Address:** 1401 Hooksett Rd. Hooksett, NH 03106

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

**Date:** 1-17-19

**RFQ # 17D19011600000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

1-17-19  
Dated

Jon Harkness  
Printed name of Person Bidding

\_\_\_\_\_  
Authorized Signature

Sales Rep.  
Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

1. **EQUIPMENT:** Road Widener FH-R

**2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR**

**REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

One year warranty and contact our warranty administrator Shane Gronlund for all warranty claims

**3. EQUIPMENT INFORMATION:**

YEAR: 2018           EQUIPMENT MAKE: Road Widener

EQUIPMENT MODEL: FH-R

**4. MANUFACTURER’S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED**

Grease daily with use and check and adjust conveyor belt tension as needed. Clean at end of each shift

**5. BASIC EQUIPMENT WARRANTY DESCRIPTION**

One year warranty and contact our warranty administrator Shane Gronlund for all warranty claims

**6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION).** It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

**WARRANTY AND SERVICE FACILITIES**

ADDRESS 1: 1401 Hooksett Rd. Hooksett, NH 03106

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Chuck Ebersole/Shane Gronlund

TELEPHONE: (603)644-8787

EQUIPMENT PARTS PROVIDER: Rose Vallee

ADDRESS: 1401 Hooksett Rd. Hooksett, NH 03106

CONTACT NAME: Rose Vallee

TELEPHONE: (603)644-8787

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.



1-17-19  
Dated

---

Signature

Jon Harkness  
Print Name

Ambrose Equipment  
Company Name

**3.0 SPECIFICATION COMPLIANCE**

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

1-17-19  
Dated

Jon Harkness  
Printed name of Person Bidding

---

Authorized Signature

Sales Rep  
Title

**RFQ # 17D1901160000000000214**

**Master Agreement for Road Widener Shouldering Machine**

**MaineDOT TERMS AND CONDITIONS**

**A. AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

**B. INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

**C. STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

#### **D. PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors 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.”

#### **E. WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

#### **F. DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of zero (\$0.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

## **G. SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

## **H. FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

## **I. INDEMNIFICATION**

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

## **J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case

or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

#### **L. RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

#### **M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

#### **N. CLAIMS AND DISPUTES**

##### **General**

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

##### **Negotiation with MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

##### **Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

##### **Dispute Resolution**

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

**O. CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

**Laws to Be Observed**

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

**Q. SEVERABILITY**

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**R. NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.



# ROAD WIDENER SHOULDERING AND SIDE PAVER ATTACHMENT

*Lays down any and all aggregates*

*Connects to any machine*

*Ideal for Shouldering, Asphalt Patching, Trench  
Backfilling, Road Widening, Curb Backfilling*



- **FH-R MODEL**  
SINGLE DISCHARGE  
REMOTE
- **FHD-R MODEL**  
DUAL DISCHARGE  
REMOTE



# ROADWIDENER

1-844-494-3363 | [Sales@RoadWidenerLLC.com](mailto:Sales@RoadWidenerLLC.com)

[www.RoadWidenerLLC.com](http://www.RoadWidenerLLC.com)



## FH-R Model - Single Discharge Unit

The FH-R model, with lay down widths of 1 to 4 feet, can be ordered as a right- or left-side discharge unit. The right-side unit will discharge to the operator's right and the left-side unit will discharge to the operator's left when moving forward.

The FH-R model is powered by standard flow hydraulics.

The remote control allows the skid steer operator or another worker to control the Road Widener functions from a distance safely away from the machine.

There are several optional attachments available; refer to page 7 for options.



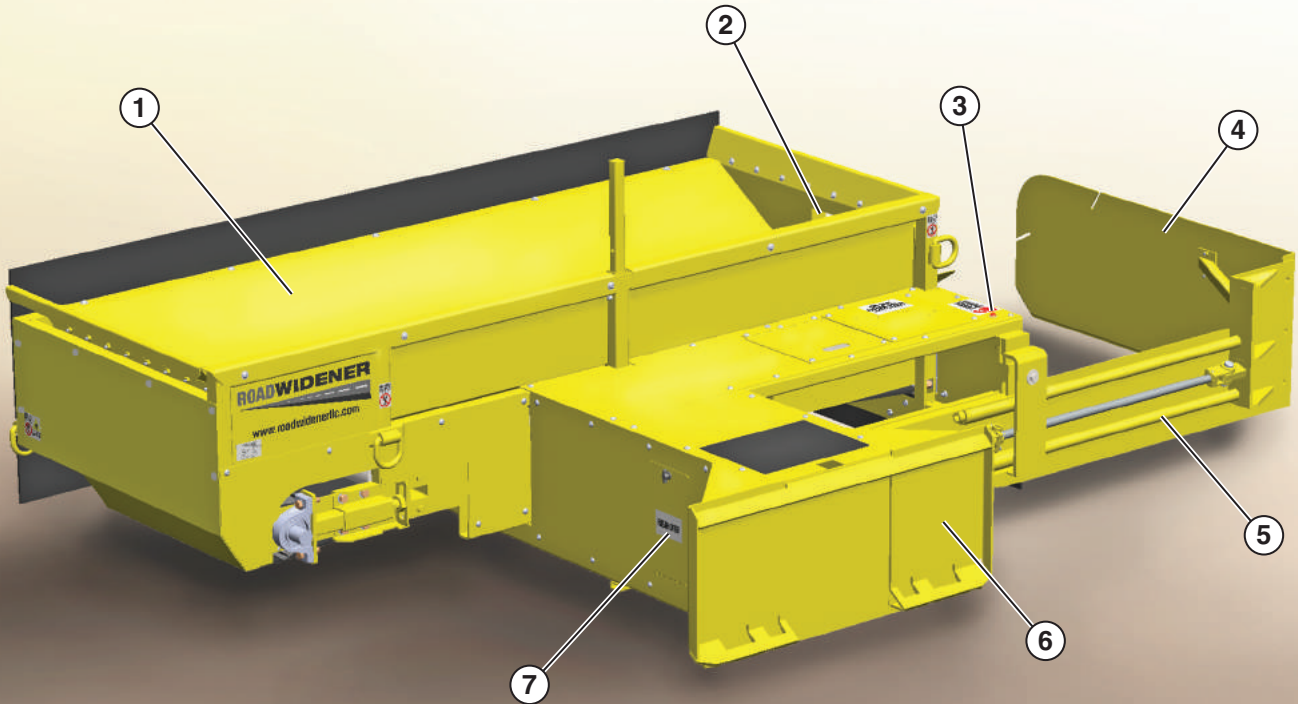
*The Road Widener skid steer attachment is flexible and portable.*

## Specifications



*Trenching using the Road Widener.*

Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
Empty Weight	2,900 lb (1,315 kg)
Overall Width shoe extended	161 in. (409 cm)
Overall Width shoe retracted	125 in. (317 cm)
Overall Height	51 in. (130 cm)
Overall Length	124 in. (315 cm)
Height to Clear Push Roller	21 in. (53 cm)
Conveyor Belt Length	96 in. (244 cm)

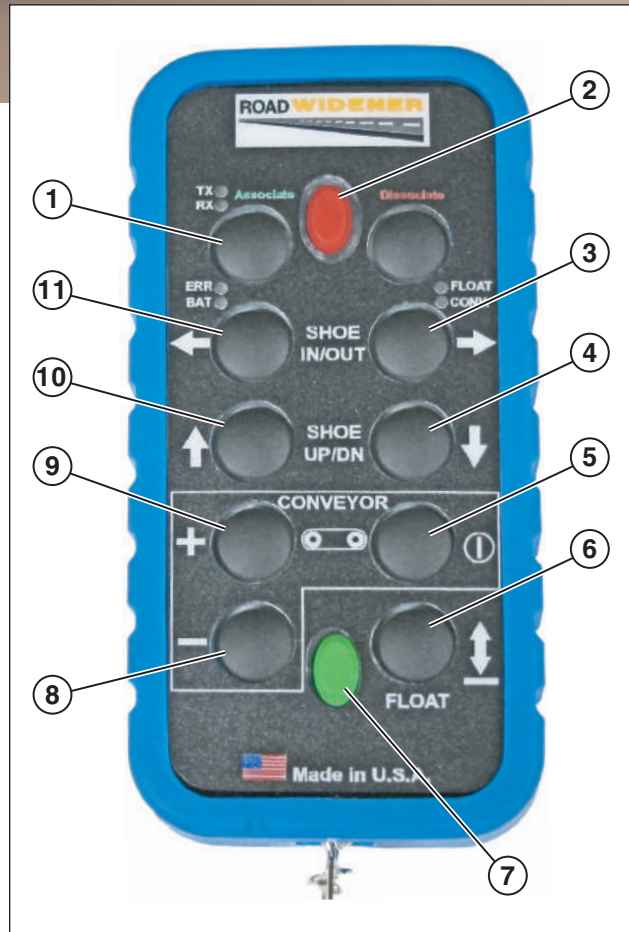


## FH-R Model: Equipment

1. Hopper
2. Discharge Opening
3. LED Light
4. Shoe
5. Adjustable Slope Angle
6. Universal Mounting Pad
7. Remote Storage

## Remote

1. Learn Button
2. Power On Button
3. Shoe Out Button
4. Shoe Down Button
5. Conveyor On Button
6. Shoe Float Btton
7. Power Off Button
8. Conveyyor Speed Decrease Button
9. Conveyyor Speed Increase Button
10. Shoe Up Button
11. Shoe In Button





## FHD-R Model - Dual Discharge Unit

The FHD-R model can be used to discharge material to the right or the left side, at widths of 1 to 4 feet, as the operator is moving forward by changing the direction of the conveyor belt. A closure plate is used to block material from spilling out of the side you are not discharging from.

The FHD-R model is powered by standard flow hydraulics.

The remote control allows the skid steer operator or another worker to control the Road Widener functions from a distance safely away from the machine.

There are several optional attachments available; refer to page 7 for options.



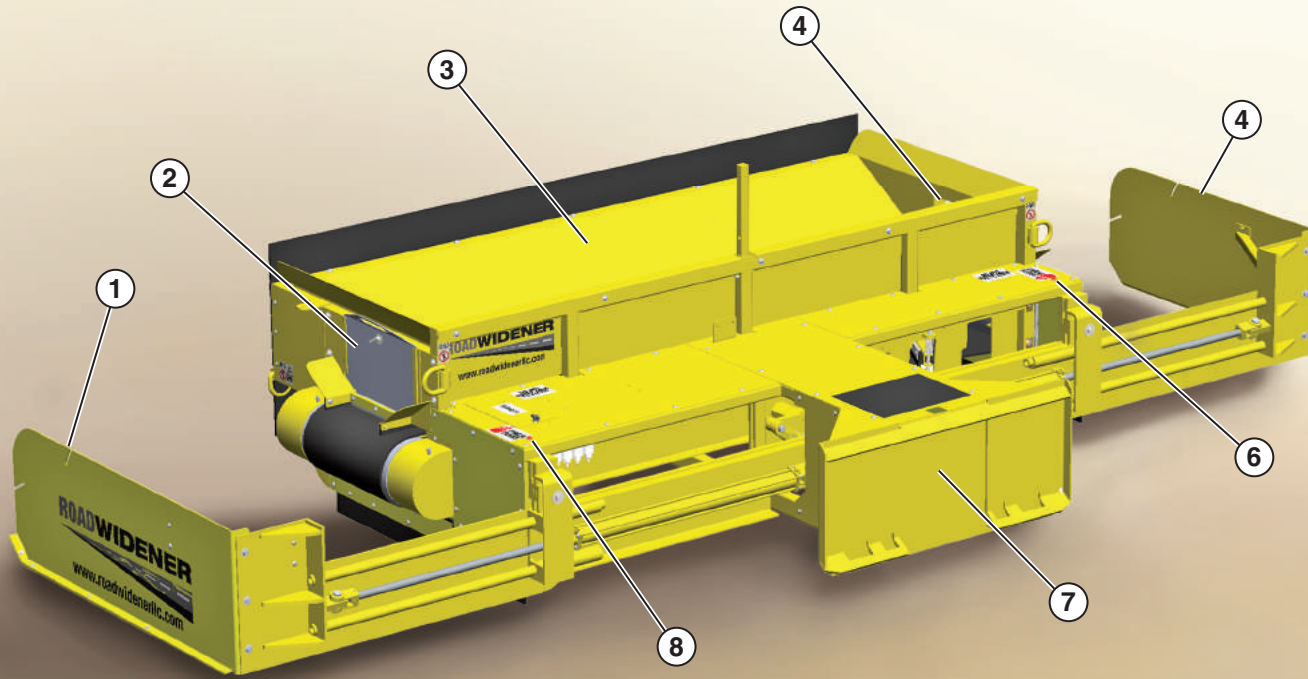
*Dual discharge machine with curb backfilling option*

## Specifications



*Laying down asphalt using the Road Widener.*

Lay Down Widths	1 ft. to 4 ft. (30 to 123 cm)
Hydraulic Requirements	Standard Flow 17.5 to 24.2 gpm (66.2 to 41.6 lpm)
Empty Weight	3,400 lb (1,542 kg)
Overall Width shoes extended	210 in. (533 cm)
Overall Width shoes retracted	138 in. (350 cm)
Overall Height	49 in. (124 cm)
Overall Length	98 in. (249 cm)
Height to Clear Push Roller	21 in. (53 cm)
Conveyor Belt Length	96 in. (244 cm)

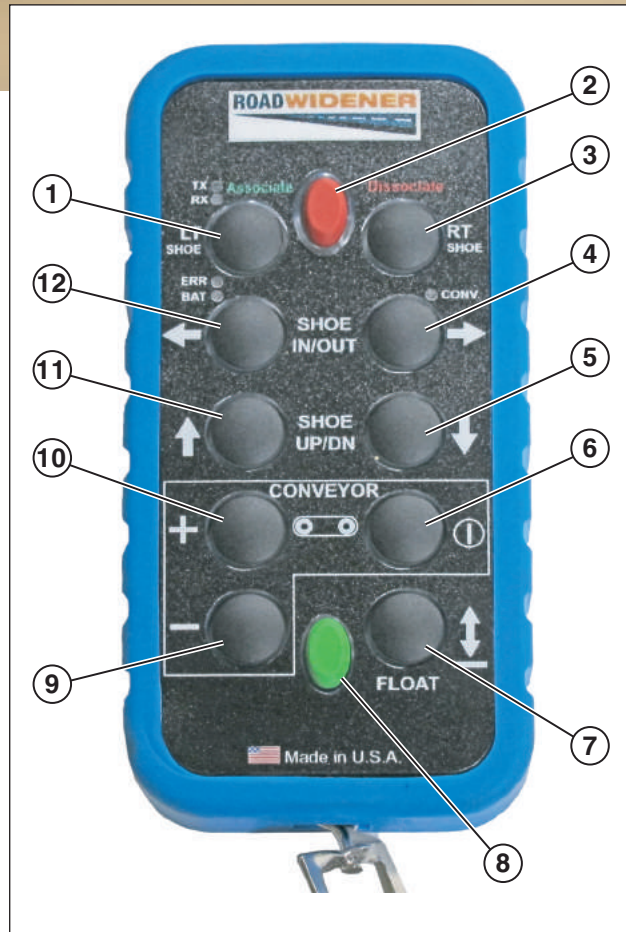


## FHD-R Model: Equipment

- 1. Left Shoe
- 2. Left Side Discharge
- 3. Hopper
- 4. Right Side Discharge
- 5. Right Shoe
- 6. Right Side LED
- 7. Universal Mounting Pad
- 8. Left Side LED

## Remote

- 1. Learn/Left Side Button
- 2. Power On Button
- 3. Right Side Button
- 4. Shoe Out Button
- 5. Shoe Down Button
- 6. Conveyor On Button
- 7. Shoe Float Btton
- 8. Power Off Button
- 9. Converyor Speed Decrease Button
- 10. Converyor Speed Increase Button
- 11. Shoe Up Button
- 12. Shoe In Button



## Reduce Your Operating Costs

The flexible Road Widener skid steer attachment is essential for state and municipal highway departments, road contractors and landscapers seeking greater operating efficiency and productivity in road shouldering and other aggregate dispersal.

These new machines are the most flexible and portable road wideners on the market. They offer the best cost/ton ratio for dispersing aggregate, when compared to traditional, large road wideners. The Road Widener skid steer attachment reduces your operating costs for road work, other shouldering, trench work and landscaping.

## Benefits and Features

While the Road Widener skid steer attachment is smaller than traditional road wideners, it is big on benefits, efficiency and features.

- All functions are controlled by remote control
- Easily maneuvered around guardrails, sign posts, mailbox posts and other obstructions
- Transported on common-width trailers pulled by a pick-up truck
- Precise operator control over flow and placement of material
- Disperses a 20-ton load of aggregate in minutes
- Left- or right-hand material dispersal
- Works with any make of skid steer or compact track loader with an attachment plate
- Wheel-turning extensions available to fit all types of dump trucks
- Low operating cost
- 360-degree steerable front end
- Ability to easily disperse gravel, asphalt (includes asphalt-ready heat-treated belt) and topsoil
- Can be used for trench repairs
- Durable and reliable to give you years of service
- Made in America

## Dealer Information

Road Widener LLC products are available through our extensive dealer network. We continue to expand our dealer network both domestically and internationally. Please contact us to learn more about dealers in your area or about becoming a dealer.



*Additional roller extensions*



*Pintle hitch push plate*



*Curbing attachment*

# ROADWIDENER



Road Widener LLC

Dealer Inquiries: 888-871-3536

Sales: 844-4WIDENER (844-494-3363)

[sales@roadwidenerllc.com](mailto:sales@roadwidenerllc.com)

[www.roadwidenerllc.com](http://www.roadwidenerllc.com)



Made in the USA.



# GENERAL INFORMATION

## Limited Warranty

### WARRANTY

Subject to the limitations, exclusions, and claims procedures set forth herein, **ROAD WIDENER LLC** warrants to the first original purchaser that this product will be free from substantial defects in material and workmanship during the warranty period.

If a defect in material or workmanship is found, your authorized **ROAD WIDENER** dealer or **Road Widener LLC** is to be notified during the warranty period. **ROAD WIDENER LLC** or an authorized dealer will repair or replace any part or component of the unit, or part that fails to conform to the warranty during the warranty period.

The warranty period will begin upon initial delivery of the unit by the Dealer to the customer, and will expire (12) months following the delivery date of the **ROAD WIDENER** to the first original purchaser.

Replacement parts unfurnished by **ROAD WIDENER** are covered for the remainder of the warranty period applicable to the unit or component in which such parts are installed.

**ROAD WIDENER LLC** has the right to repair any component or part before replacing it with a new one.

All new replacement parts purchased by **ROAD WIDENER LLC** or an authorized Dealer will carry a specified warranty determined upon part and/or manufacturer of part at time of replacement.

**ROAD WIDENER LLC** will pay for the warranted part only. The original purchaser will be financially responsible for any and all installation costs.

Defective parts shall be returned, after pre-authorization, by **ROAD WIDENER LLC** to a specified manufacturing facility. **ROAD WIDENER LLC** does not warrant parts manufactured by other suppliers.

### LIMITATIONS

**ROAD WIDENER LLC** has no obligation for:

- 1 ] Any defects caused by misuse, misapplication, negligence, accidents or failure to maintain or use in accordance with the most current operating instructions.
- 2 ] Unauthorized alterations.
- 3 ] Defects or failure caused by any replacement parts or attachments not manufactured by or approved by **ROAD WIDENER**.
- 4 ] Failure to conduct normal maintenance and operating service including, without limitation, providing lubricants, fluids, inspections or adjustments.
- 5 ] Unreasonable delay, as established by **ROAD WIDENER LLC**, in making the applicable units or parts available upon notification of a service notice ordered by same.
- 6 ] This Limited Warranty sets forth your sole remedy in connection with the sale or use of the **ROAD WIDENER** product covered by the Limited Warranty.
- 7 ] This Limited Warranty extends only to the first original purchaser, **and is not transferable.**
- 8 ] In the event any portion of this Limited Warranty shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the **Limited Warranty shall continue in full force and effect.**





# AMBROSE EQUIPMENT CO., INC.

1401 Hooksett Road  
 Hooksett, NH 03106  
 (603) 644-8787  
 Fax: (603) 644-8747

1 Madison Street  
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 66 INDUSTRIAL DRIVE  
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 AUGUSTA ME 04333

Branch		01 - HOOKSETT	
Date	Time	Page	
01/17/2019	12:17:49 (O)	1	
Account No.	Phone No.	Estimate No.	
MAINE016	2076248244	Q05010	
Ship Via	Purchase Order		
		Salesperson	
JONATHAN E HARKNESS		JEH	

## EQUIPMENT ESTIMATE - NOT AN INVOICE

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 02/16/2019                      Amount

Stock #: W004429                      Serial #: FHR-3041                      48000.00  
 New 2018 RW FH-R SINGLE  
 New 2018 ROAD WIDENER FH-R SINGLE ROADWIDENER FH-R REMOTE SI  
 ROAD WIDENER SHOULDERING MACHINE, WIRELESS REMOTE  
 SYSTEM, SINGLE SIDED DISCHARGE.  
 UNIVERSAL MOUNT FOR SKID STEERS, LOADERS & GRADERS  
 EMPTY WEIGHT: 2900 LBS  
 LAY DOWN WIDTH 1' TO 4'  
 HYDRAULIC REQUIREMENTS: Standard Flow 17.5 to  
 24.2 gpm  
 OVERALL WIDTH SHOES EXTENDED: 161"  
 OVERALL WIDTH SHOES RETRACTED: 125"  
 OVERALL HEIGHT: 51"  
 OVERALL LENGTH: 98"  
 HEIGHT TO CLEAR PUSH ROLLER: 21"  
 CONVEYOR BELT LENGTH: 96"  
 \*\*\*\*INCLUDING THE FOLLOWING OPTIONS\*\*\*\*  
 RW FH-R REMOTE SINGL ROADWIDENER FH-R REMOTE SINGLE  
 DISCHARGE  
 RW-1004004                      PINTEL HITCH PUSH PLATE

Sale # 01 Subtotal: 48000.00  
 TOTAL: 48000.00

Subtotal: 48000.00  
 Quote Total: 48000.00

Authorization: \_\_\_\_\_

# STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

1. **DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
2. **WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000097355	FH-R	Ambrose Equipment	Road Widener		76000	Road Widener Shouldering Machine	Single Discharge	ea	\$48,000.00	30