MODIFICATION State of Maine



Master Agreement

Effective Date: 10/23/18 Expiration Date: 10/22/19

Master Agreement Description: Polar Flex High Performance Segmental Plow Blade System MA

Buyer Information

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

Issuer Information

SHARON KRECHKIN 207-624-3038 ext. sharon.krechkin@maine.gov

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Authorized Departments

17A TRANSPORTATION 17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name

VC0000171267 JIMAR CONSTRUCTION PRODUCTS LLC

Alias/DBA

Vendor Address Information

1270 HAMMOND ST STE 2

BANGOR, ME 04401

US

Vendor Contact Information

MARNY TUITE

207-907-4491 ext.

marny@jimar.us

Commodity Information

Vendor Line #: 1

Vendor Name: JIMAR CONSTRUCTION PRODUCTS LLC

Commodity Line #: 1

Commodity Code: 76561

Commodity Description: High-Performance Segmental Plow Blade System MA

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

Commodity Extended Description: High-Performance Segmental Plow Blade System with Replaceable Segments. See

RFQ document for delivery locations.

 Quantity
 UOM
 Unit Price

 0.00000
 \$0.00

 Delivery Days
 Free on Board

 20
 FOB Dest, Freight Prepaid

 Contract Amount
 Service Start Date
 Service End Date

\$0.00

Catalog NameDiscountPolar Flex0.0000 %

Discount Start Date Discount End Date

10/23/18 10/22/19

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC0000171267	Front Mount - 11	Jamar	Polar Flex	•	76561	Complete Segmental Plow Blade System 11 Feet	Valley Blades-Polar Flex	EA	\$2,040.50	20
VC0000171267	Front Mount - 10	Jamar	Polar Flex		76561	Complete Segmental Plow Blade System 10 Feet	Valley Blades-Polar Flex	EA	\$1,855.00	20
VC0000171267	HIGHWEAR11	Jamar	Polar Flex		76561	High Wear Wing Blade System, 11 Feet	Valley Blades-Polar Flex	EA	\$514.80	20
VC0000171267	HIGHWEAR10	Jamar	Polar Flex		76561	High Wear Wing Blade System, 10 Feet	Valley Blades-Polar Flex	EA	\$468.00	20
VC0000171267	XWS-12-F	Jamar	Polar Flex		76561	12" Carbide Cutting Edge	Valley Blades-Polar Flex	EA	\$108.84	20
VC0000171267	XSB-58	Jamar	Polar Flex		76561	Replacement Steel Bushing	Valley Blades-Polar Flex	EA	\$4.45	20
VC0000171267	XFE-12-S	Jamar	Polar Flex		76561	Rubber Flex Casing	Valley Blades-Polar Flex	EA	\$28.83	20
VC0000171267	XFE-58-B	Jamar	Polar Flex		76561	Rubber Flex Bushing	Valley Blades-Polar Flex	EA	\$5.25	20
VC0000171267	XFCR-R	Jamar	Polar Flex		76561	Curb Runner Polar Flex System - Right	Valley Blades-Polar Flex	EA	\$135.25	20
VC0000171267	XFCR-L	Jamar	Polar Flex		76561	Curb Runner Polar Flex System - Left	Valley Blades-Polar Flex	EA	\$135.25	20
VC0000171267	XNP-115FM-F	Jamar	Polar Flex		76561	Everest Nose Piece for Everest Plows - fixed	Valley Blades-Polar Flex	EA	\$292.80	20
VC0000171267	XWS-115FM	Jamar	Polar Flex		76561	Carbide Wear Segment-Valley Blades	Valley Blades-Polar Flex	EA	\$158.50	20
VC0000171267	AUX-36	Jamar	Polar Flex		76561	36" Angle Plate	Valley Blades-Polar Flex	EA	\$71.43	20
VC0000171267	AUX-48	Jamar	Polar Flex		76561	48" Angle Plate	Valley Blades-Polar Flex	EA	\$95.24	20
VC0000171267	BUX-36	Jamar	Polar Flex		76561	Base Plate-36"	Valley Blades-Polar Flex	EA	\$108.51	20
VC0000171267	BUX-48	Jamar	Polar Flex		76561	Base Plate-36"	Valley Blades-Polar Flex	EA	\$144.68	20

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

RFQ # 17A18091300000000000086

High-Performance Segmental Plow Blade System with Replaceable Segments

Quotations/Responses Due: 9/27/2018 not later than 4:00 p.m. local time

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

General Instructions on Bidder Questions

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

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

Summary

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

State of Maine RFQ # 17A18091300000000000086 Rev. 3/6/2018

RFQ REQUIREMENTS

1. <u>Description of Requirements</u>

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

• Please see Appendix B on page 11

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 9 & 10 of this document)
- **Appendix D:** Maine Business and Economic Impact Consideration Form (Page 14 of this document)
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification (Page 15 of this document)
- Cost Response Spreadsheet, Excel format preferred (See separate attachment)
- Product Data/Information Sheets
- Warranty Information

3. Master Agreement Term

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

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

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

Period	Start Date	End Date
Initial Period of Performance	10/15/2018	10/14/2019
Renewal Period #1	10/15/2019	10/14/2020
Renewal Period #2	10/15/2020	10/14/2021
Renewal Period #3	10/15/2021	10/14/2022

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received <u>no later than</u> **4:00 p.m. Eastern Standard Time (EST)**, on the date listed in VSS. <u>Quotations received after the 4:00 p.m. deadline will</u> 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/rfg.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 <u>Maine Business Analysis</u> and <u>Maine Economic Impact</u> 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 <u>Maine Business Analysis</u> and a "Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000" in <u>Maine Economic Impact</u>, their total percentage reduction for price comparison would be 6% (2% + 4%).

7. Negotiations

- a. <u>No Best and Final Offers</u>: 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

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 §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means."

Appendix A

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

RID COVER PAGE and DERARMENT FORM

<u>ын сс</u>	OVERTAGE and DEDARMENT	TORM
Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
(provide information requested be	low if different from above)	
Lead Point of Contact for Bid - Na	ame/Title:	
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		
 By signing below Bidder affirms: Their bid complies with all This bid and the pricing structure from the date and time of the 	ucture contained herein will remain	firm for a period of 180 days

- 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:

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

DETAILED SPECIFICATIONS

RFQ # 17A18091300000000000086

High-Performance Segmental Plow Blade System with Replaceable Segments

Technical Specifications

This specification is for a High-Performance Segmental Plow Blade System with Replaceable Segments that shall utilize 12 inch long, carbide-tipped, user-replaceable steel wear segments with carbide inserts.

The plow blade system shall fit an eleven foot long front plow. The weight of the blade shall not exceed 35 lb/ft fully assembled.

The plow blade system shall include hole spacing in accordance with AASHTO specifications for mounting to the plow mold board. The hole-punching shall be 11/16" square, countersunk to receive 5/8" diameter plow bolts. The center of the holes shall be in line within 1/32" of the established centerline of each section of the plow blade system.

The user-replaceable segments shall be mounted inside a system of EPDM (ethylene propylene diene monomer) automotive grade synthetic rubber components which shall completely isolate the steel of the segments from the steel of the plow.

The rubber mounted segments shall be free to move vertically and axially (float), allowing them to conform to uneven contours in the road.

The 12" long steel wear segments shall be the only part that requires replacement when properly worn. All other components shall be reuseable.

The steel Segment Holder shall meet the following specifications:

Material: 10B30 - heat treated, water quenched & stress relieved

Hardness: 46-48 HRC

Size: 5/8" X 6" flat single bevel

Coating: Gloss black powder coating (heat cured)

The Replaceable Wear Segments shall meet the following specifications:

Material: 5140 - normalized, heat treated, oil quenched & stress relieved after

forging

Hardness: 42-44 HRc

The Replaceable Wear Segment carbide inserts shall meet the following specifications:

Purity: 100% virgin alloyed material

Material: VBL Specification SP 7.1.2.1 (89% WC, 11% Co)

Hardness: 88 HRa T.R.S.: >2900 N/mm2

Delivery Information					
Region	Location	Telephone	Contact		
1	51 Pleasant Hill Road,				
	Scarborough, ME	(207) 885-7000	Tim Cusick		
2	53 Bog Road, Augusta, ME	(207) 624-8200	Maurice Hinkley		
3	Route 2, Dixfield, ME	(207) 562-4228	Reggie Knowles		
4	219 Hogan Road, Bangor, ME	(207) 941-4500	Eric Willette		
5	Evergreen Parkway, Caribou,				
	ME	(207) 764-2060	Mark Ireland		

Appendix C

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

COST RESPONSE

RFQ # 17A18091300000000000086

High-Performance Segmental Plow Blade System with Replaceable Segments

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

Please download this document to your desktop, fill out required sections (Appendix-A Bid Cover Page & Debarment Form, Appendix D-Maine Business and Economic Impact Consideration, And Appendix E-Maine Municipality Participation), and the attached spreadsheet. Attach all to your response in VSS, along with all other requested documents blow. (Attachment maximum size is 2mb each!) For your electronic response in VSS, please put "0" in the unit price field and enter the delivery days.

REQUESTED RETURNED DOCUMENTS:

- Appendix A: Bid Cover Page and Debarment Form (Pages 9 & 10 of this document)
- **Appendix D:** Maine Business and Economic Impact Consideration Form (Page 14 of this document)
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification (Page 15 of this document)
- Cost Response Spreadsheet, Excel format preferred (See separate attachment)
- Product Data/Information Sheets
- Warranty Information

Appendix D

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

MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM

RFQ # 17A18091300000000000086

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 IMPAC	т
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 # 17A18091300000000000086

High-Performance Segmental Plow Blade System with Replaceable Segments

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

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?
Yes
Yes, with conditions as follows:
No
Name of Company:
Address:
Signature:
Date:

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: JIMAR Construction Products				
Chief Executive - Name/Title: Marny Tuite-President				
Tel: 207-907-4491	Fax: 207-907-4493	E-mail: marny@jimar.us		
Headquarters Street Address: 1270 Hammond St., Suite 2				
Headquarters City/State/Zip: Bang	gor, ME 04401			
(provide information requested below if different from above)				
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: Marny Tuite	Title: President
•	
	The state of the s
Authorized Signature:	Date: 9/25/2018
Mary Lute	

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: Marny Tuite	Title: President
•	
Authorized Signature:	Date: 09/25/2018
Marsus Jento	
July Mile	

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ #17A18091300000000000086

High-Performance Segmental Plow Blade System with Replaceable Segments

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will you ac	ecept orders from political subdivisions and school districts in Maine at the prices quoted?
*Yes	S
Yes,	with conditions as follows:
No	
Name of C	ompany: IAR Construction Products
Address: 127	0 Hammond St, Suite 2 Bangor ME 04401
	1 . /
Signature:	Marry Trick



Technical Specifications

Basics:

Weight:

33.5 lb / ft (fully assembled)

Bolt size:

5/8-11 (attachment & assembly bolts)

Coating:

Gloss black powder coating (heat cured)

Holder:

Material:

10B30 - heat treated, water quenched & stress relieved

Hardness:

46-48 HRC

Size:

5/8" X 6" flat single bevel

Flex Elements:

Material:

EPDM (ethylene propylene diene monomer) - automotive grade

synthetic rubber

Wear Edges:

Steel:

Material:

5140 - normalized, heat treated, oil quenched & stress

relieved after forging

Hardness:

42-44 HRc

Carbide insert:

Purity:

100% virgin alloyed material

Material:

VBL Specification SP 7.1.2.1 (89% WC, 11% Co)

Hardness:

88 HRa

T.R.S.:

 $>2900 \text{ N/mm}^2$

Shape:







PolarFlex

The blade system shall consist of 12 inch long carbide tipped steel wear segments.

These segments are mounted inside a system of synthetic rubber components which completely isolate the segments from the plow.

The rubber mounted segments are free to move vertically and axially (float), allowing them to conform to the uneven contours of most roads.

The wear segment is the only part that requires replacement when worn. All other components are reused.

The design allows for the reuse of all flexible elements. Wear segments and flexible elements can be easily separated to allow recycling.

435 Phillip Street, Waterloo, Ontario, Canada, N2J 3Z9
TEL. 519.885.5500 | TF. 800.461.1824 | FAX. 519.746.2780

VALLITE™ HIWEAR WING BLADE SPEC

VBL PART NO. 586132FHIWB

THICKNESS:

.625 inches, subject to standard steel mill tolerances

WIDTH:

6 inches, subject to standard steel mill tolerances

LENGTH:

132"long, standard FRINK Punching, 17 holes

11/16"square countersink

HARDNESS:

Quench and tempered through harden to ROCKWELL

46-52 BRINELL 429-514

TENSILE STRENGTH:

215,000 P.S.I.

TOUGHNESS:

1 ZOD toughness at room temperature, 13 ft. lbs.

FULL WARRANTY OF ANY BREAKAGE

HIWEAR SHOES SPEC:

MAT		ΙΛΙ	
IAIVI	LI		┗.

Total Carbon	2.90	-	3.60
Silicon	.40	-	.60
Manganese	.40	-	.70
Nickel	4.00	-	4.75
Chromium	1.40	-	3.50
Sulphur	.15 Max		
BRINELL hardness	500 — 600		

WEIGHT:

8 lbs / shoe

NUMBER CASTINGS:

11 per blade

DIMENSIONS:

As per VALLEY BLADES V400 casting

FABRICATION:

- Each shoe encased by 3/8" thick gussets, all continuous weld, and all shoes encased by one full length 132" with 3/8" thick backer angle, each

end cropped for safety.

- Wear shoes start 1/8" - 3/16" from edge of heat treated

face blade.

October 2003