

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 02/15/17**Expiration Date:** 02/14/20**Master Agreement Description:** DIESEL GENERATOR MAINTENANCE & SERVICE**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

JOAN BOLDUC 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Roger Gagnon 207-624-9597 ext. roger.l.gagnon@maine.gov

**Authorized Departments**

18B BUREAU OF INFORMATION SERVICES

**Vendor Information****Vendor Line #:** 1**Vendor ID**  
VC1000065280**Vendor Name**  
MILTON CAT  
**Alias/DBA****Vendor Address Information**

PO BOX 3851

BOSTON, MA 02241-3851

US

**Vendor Contact Information**

Ryan Robinson

207-885-8033 ext.

ryan.robinson@miltoncat.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** MILTON CAT

**Commodity Line #:** 1

**Commodity Code:** 93639

**Commodity Description:** Generators, Portable and Stationary, Including Parts and Acc

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

**Commodity Extended Description:** DIESEL GENERATOR MAINTENANCE & SERVICE FOR DATA CENTER C. ONE YEAR MASTER AGREEMENT WITH THE POSSIBILITY OF 2 RENEWALS IN ONE YEAR INCREMENTS.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

02/15/17

**Service End Date**

02/14/20

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

Bureau of Business Management – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

Contract Number  
MA 170215\*094

Tel. (207) 624-7340  
Fax.# (207) 287-6578

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Diesel Generator Maintenance & Repair

**Contractor:** Milton CAT

**Contract Period Extended To:** 02/14/20

**New Lower Pricing:**

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**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 170215\*094 through Feb. 14, 2020 with all terms, conditions remaining as shown in the original contract.

By: (Print Name) RYAN ROBINSON

By: (Signature) 

E-mail Address: ~~will\_dacey@miltoncat.com~~ ryan-robinson@miltoncat.com

Date: 1/28/19

**Dollar value the State has spent on this contract from 02/15/17 to present: \$ \_\_\_\_\_**

*On Site*  
**Scheduled Maintenance**  
*Plan*  
 FROM MILTON CAT

RENEWAL

Customer Name:	Office of Information Technology	Acct.#:	7600436
Address/ PO Box:	45 COMMERCE DR	Phone:	207-624-9597
City/State/Zip:	AUGUSTA ME 04333	Cell:	207-592-9354
Customer Contact:	ROGER GAGNON	Date:	1/28/19
Email:	ROGER.L.GAGNON@MAINE.GOV		

**PM Equipment Breakdown**

Equipment identified as part of the renewal will continue with the Service cycle defined in the original agreement.

Make	Model	Serial	Services	Per service price
AA	3412	TFT00158	PM1 FEBRUARY 2019 PM2 AUGUST 2019	\$1,499.00

**Milton Cat Responsibilities:**

All defining information regarding the filters, oils, SOS, waste oil disposal, maintenance records and visual inspection can be found in the original CSA AGREEMENT.

**Customer Responsibilities:**

All defining information regarding extended oil drain intervals, customer performed SOS, access to jobsite and equipment, safe job site working requirements, daily inspections, makeup fluids, cleaning, SMU reporting, and tooling can be found in the original CSA AGREEMENT form.

**Additional Charges:**

Any repairs other than routine Preventive Maintenance as outlined in the Milton Cat Contract Service Content Guide are not included.

**Term:**

The length of this agreement is for 1 year. At the end of this Agreement term Milton Cat will have the option to change the per service price regardless of the number of services performed during the agreement period

**Renewal:**

This agreement must be signed by the customer and returned to Milton CAT before renewed scheduled maintenance contract can begin. Failure to sign agreement prior to next service could result in missed or late services.

**Exceptions:**

No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond reasonable control. This Agreement shall become effective upon acceptance by the Milton Cat and "Customer" parties specified below. This Agreement may be terminated by either party upon thirty days' prior written notice of termination provided to the other party at the address set forth on the front of the Agreement, by regular mail, fax or personal deliver. Milton Cat retains the right to modify or cancel this contract at any point in time should it be determined that the requirements of the contract can no longer in good faith be adhered to, or if it is determined that the customer can no longer adhere to the requirements set forth in the contract herein.

**PLEASE PROVIDE A P O NUMBER / COPY IF YOUR COMPANY USES THEM**

**Customer:** I have read and understand all of the terms above as well as Milton-Cat's service contents.

Print Name: ROGER L. GAGNON Sign Name: *Roger L. Gagnon* Date: 1-30-2019

## DIESEL GENERATOR MAINTENANCE & SERVICE FOR DATA CENTER

The State of Maine Office of Information Technology (OIT) operates one (1) Data Center in Augusta, Maine. This request for quotes is to select a vendor to support, maintain and execute necessary repairs on a Data Center Diesel Generator Set. The vendor will supply or purchase needed parts to maintain and repair the equipment.

The State of Maine anticipates two (2) scheduled preventive maintenance visits per year, per manufactures recommended specifications, in addition to any repair visits required.

Following is a table of equipment located at the Data Center:

LOC	QTY	EQUIPMENT TYPE	MANUFACTURER	MODEL NO#	S/N#
Data Center - C	1	Diesel Generator Set	Caterpillar	Model #: 3412	S/N#: TFT00158

### **Terms:**

- Technicians must have experience with Caterpillar Model# 3412;
- Vendor must carry appropriate insurance and tools for technicians;
- Vendors shall supply their terms & conditions and submit the T&C's with their bid for consideration;
- Vendor shall respond to equipment service calls placed by the State of Maine during term of the agreement;
- Vendor shall provide labor at quoted rates, parts are additional;
- The award will be in the form of a Master Agreement and the contract will be for three (3) years;
- The State of Maine monitors and receives equipment alarms and will call vendor when emergency service is required and;
- Maintenance reports must be provided.

Please fill out the tables below and attach to your response.

<b>Technician</b>		<b>Hourly or Unit Rate</b>
Monday- Friday	7:00 a.m. – 3:30 p.m.	\$170.00
Monday- Friday	3:30 p.m. – 7:00 a.m.	\$221.00
Saturday/Sunday	24 hours	\$221.00 / \$255.00
Holiday	24 hours	\$255.00
Mileage rate charged, if any, when technician responding.		\$3.00
Minimum number of hours charged for call-out/emergency service, if any.		4

<b>Parts Schedule</b>	
Quote discount or markup to be charged for repair parts used when performing repair or emergency services on units.	Cat list price %

<b>Other Fees</b>	<b>Rate</b>
Present other fees which may apply. Describe and list rate.	
Environmental Charge	.041% of labor

## DIESEL GENERATOR MAINTENANCE & SERVICE FOR DATA CENTER

Does vendor accept credit card payments?    Yes    or    No

The following cost table, as well as proof of service qualifications, will be used to select a vendor.

<b>Service</b>	<b>Cost</b>
Quote total price of two (2) preventive maintenance visits per year	\$2998.00
Price one (1) call-out emergency service technician visits of five (5) hours duration, three (3) hours M-F 8 – 5 and two (2) hours M-F 5 p.m. – 8 a.m. (Rate M-F 8-5 x 3 + Rate M-F 5-8 x 2)	\$952.00
Price a service technician driving 100 miles to respond, if mileage charges apply (100 x mileage rate)	\$300.00
Provide price of \$1,000 of parts, discounted or marked up as applied (\$1,000 x discount rate)	\$1000.00
<b>Total Cost</b>	<b>\$5250.00</b>

# 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.