Discount 3:

**Discount 4:** 

%

%

# State of Maine



		Master Agre	<u>eement</u>	
Effective Date: 04/09/19				Expiration Date: 04/30/20
Master Agreement Description:	Bituminous, Ho	ot Mix Asphalt, C	oncrete	
Buyer Information				
William Allen		207-624-7871	ext. NULL	WJE.Allen@maine.gov
Issuer Information				
SHARON KRECHKIN		207-624-3038	ext.	sharon.krechkin@maine.gov
Requestor Information		007 004 0000		
Sharon Krechkin		207-624-3038	ext.	sharon.krechkin@maine.gov
Authorized Departments				
17A TRANSPORTATION				
	<u>Ve</u>	endor Informa	ation	
Vendor Line #: 1				
<b>Vendor ID</b> VC1000061686	<b>Vendor Na</b> MCQUADE	<b>me</b> TIDD INDUSTR	IES	
	<b>Alias/DBA</b> STEELSTO	NE INDUSTRIES	S I	
Vendor Address Information PO BOX 746				
HOULTON, ME 04730 US				
Vendor Contact Information BLAKE MCQUADE				
207-532-2675 ext.				
bmcquade@steelstoneind.com				
Payment Discount Terms				
Discount 1:	%	0 <b>Days</b>		
Discount 2:	%	0 <b>Days</b>		

0 Days

0 Days

04/09/19

## **Commodity Information**

Vendor Line #: 1 Vendor Name: MCQUADE TIDD INDUSTRIES Commodity Line #: 1 Commodity Code: 74508 Commodity Description: Bituminous, Hot Mix Asphalt, Concrete Commodity Specifications: As per the attached specifications made part of this MA

**Unit Price** Quantity UOM 0.00000 \$0.00 **Delivery Days** Free on Board **Contract Amount** Service Start Date Service End Date \$0.00 04/09/19 04/30/20 **Catalog Name** Discount 0.0000 % **Discount End Date Discount Start Date** 

## **Commodity Terms and Conditions**

Vendor Line #: 1 Commodity Line #: 1

**T&C #:** 165

T&C Name: Payment Terms T&C Details:Net 30 PHONE: (207) 532-2675



FAX: (207) 532-7001

## P.O. BOX 746 HOULTON, MAINE 04730

# MDOT Asphalt Prices for 2019

The following asphalt prices for the 2019 season is based on current East Coast/North East Selling Prices of \$537.50. For every \$10.00 there is price increase or decrease in the price of asphalt it will change the price of pavement \$0.70 per ton.

9.5 mm FOB \$69.75 per ton 12.5 mm FOB \$66.70 per ton 19 mm FOB \$67.70 per ton Cold Patch FOB \$124.50 PHONE: (207) 532-2675



## FAX: (207) 532-7001

#### P.O. BOX 746 HOULTON, MAINE 04730

# MDOT Concrete Prices For 2019 Season

The following concrete prices are for the 2019 construction season.

2500 PSI\$108.25
3000 PSI\$117.55
3500 PSI\$122.00
4000 PSI\$126.40
4500 PSI\$128.85
5000 PSI\$133.20
Туре А\$151.30
Class LP\$208.85

Extras per cubic yard:

Additional cost of \$125.00 per load for heated water under 8 yards Heat......\$12.75 Fiber Mesh Short Hair......\$7.85 Long Hair.....\$30.10

1% Polarset

2% Polarset

2500 PSI\$6.65	2500 PSI\$13.30
3000 PSI\$8.40	3000 PSI\$16.80
3500 PSI\$9.00	3500 PSI\$18.00
4000 PSI\$9.75	4000 PSI\$19.50
4500 PSI\$10.75	4500 PSI\$21.50
5000 PSI\$11.25	5000 PSI\$22.50

Small Load Charge:

Under 20 miles	1-2.75 yards\$78.75	3-5 yards\$54.70
21-40 miles	1-2.75 yards\$127.35	3-5 yards\$91.00

There is a discount of \$1.00/yd if payment is received within 7 days of invoice.

Price includes delivery within 40 miles radius. Payment is due 30 days from the invoice date, all past due accounts are subject to 18% APR.

We would greatly appreciate a 24 hour advance notice of your orders

# **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 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 HARMILESS**: 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 or 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.

# State of Maine Waiver of Competitive Bidding Request Form

**Form Instructions:** Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Brian Burne	of C	e/Division/Program ontract inistrator:	MaineDOT, Bureau of Maintenance and Operations
Est. Contract Amount:	\$ 800,000		ract or RQS Numbe	er:
Proposed Start Date:	April 1, 2019	Prop	osed End Date:	December 1, 2020
/endor/Provider	Various Vendors, Se	ee Attached Spre	adsheet	
lame, City, State	D b C b ii b ii		1 I.I. I.U. I	L ( 11 2010/2020
Short Description of Good or Service:	construction seasor	Cherry Contraction and Contraction Contraction and Contraction	ot patch, asphalt, and	concrete for the 2019/2020
			To be completed	by the Division of
lease note, for transpar competitive Bidding will			Procurement Ser	
ostings are placed on th			Posting dates on Di	vision of <i>Procurement Services</i>
ervices website for a pe			website:	
alendar days.			From: <u>4/1/2019</u>	
lotice of Intent to Waive	<b>Competitive Biddi</b>	ing Number:	NOI# 042019039	6
. Statutory Justification				
	R.S. §1825-B(2)) allo			/ for the specific reasons listed his specific request.
				pursuant to Title 30-A, section would best be served;
make purchases w	ithout competitive bi	idding because, i		, or the Governor's designee, to overnor or the Governor's
Bidding request, pleas requesting Departmen Commissioner or Chief (as the Governor's "de	f Executive esignee") Printee	d Name:	D	ate:
	vestigation by the D			es, it appears that any required
the second s				e from only one source;
D. It appears to be in	the best interest of	the State to neg	otiate for the procurer	ment of petroleum products;
Maine Community institution of highe (1) An activity ass	College System, the r education with a m isting a state agency Maritime Academy,	Maine Maritime ain campus in th and enhancing or a private, nor	Academy, or a private is State involving: the ability of the unive profit, regionally accre	ersity of Maine System, the , nonprofit, regionally accredited ersity system, community college edited institution of higher g, research, and public service;
education with	oject responsibilities			
education with (2) A sharing of pu If citing the above just Office is required, in a The approval must be <u>http://www.maine.gov</u>	oject responsibilities tification for this sole ccordance with Exect documented on DAF //purchases/info/form	and, when appr source request, utive Order 26 F S/BGS/Division on ms/govcoop.doc.	opriate, costs; please note that the s Y 11/12, "An Order to of Procurement Service	specific approval of the Governor Enhance Competitive Bidding". es "GOVCOOP" form, found here:
education with (2) A sharing of pu If citing the above just Office is required, in a The approval must be <u>http://www.maine.gov</u> F. The procurement of	oject responsibilities tification for this sole ccordance with Exect documented on DAF //purchases/info/form	and, when appr source request, utive Order 26 F S/BGS/Division of ns/govcoop.doc. nvolves expendi	opriate, costs; please note that the s Y 11/12, "An Order to of Procurement Service cures of \$10,000 or les	specific approval of the Governor Enhance Competitive Bidding".
education with (2) A sharing of pr If citing the above just Office is required, in a The approval must be <u>http://www.maine.gov</u> F. The procurement of the Bureau of Gen G. The procurement of	roject responsibilities tification for this sole ccordance with Execu- documented on DAF <u>u/purchases/info/form</u> of goods or services i eral Services may acco of goods or services i	and, when appr source request, utive Order 26 F S/BGS/Division of ns/govcoop.doc. nvolves expendi cept oral proposi nvolves expendi	opriate, costs; please note that the s Y 11/12, "An Order to of Procurement Service cures of \$10,000 or les als or bids;	Specific approval of the Governor Enhance Competitive Bidding". es "GOVCOOP" form, found here: ss, in which case the Director of ss, and procurement from a single

# **State of Maine Waiver of Competitive Bidding Request Form**

## Please note that the following four points below (#2 through 5) all require a response.

#### 2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non- competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

Throughout the construction season, MaineDOT crews have the need to purchase hot asphalt, cold patch, and concrete products. Since these products must be placed within a limited amount of time, the location of the suppliers plant, in relation to the job site is a determining factor in which plant(s) may be used. This process establishes master agreements with all vendors that are willing to provide a list of products and pricing for each plant location. The selected vendor for any particular project will be based on the particular suitable product available, haul time, and pricing.

#### 3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

MaineDOT or other state agencies do not produce these products

#### 4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

We are receiving pricing from all vendors and those prices can be openly compared.

#### 5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

Competition in pricing in inherent in this process

**Please note that <u>only one</u> of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.** 

# State of Maine Waiver of Competitive Bidding Request Form

abilities, and/or expertise of the ver	tes required are unique to a specific vendor. Describe the unique qualifications, ndor and how those particular unique factors address the specific need identified quipment, facilities, or proprietary data, also explain the necessity of these particular
	Asphalt products must be above a certain temperature upon arriving on the job site. before the concrete sets up in the truck.
Teneroperates Experimental metalogical relation in promoving	nan (Construction Construction Construction Construction Construction)
7 Timeframe (Complete only i	f B. is the Statutory Justification marked on Page 1)
Please explain if time is of the esser	nce and an emergency exists which requires the immediate procurement of goods or
explain how that date was determine	s emergency, provide the date by which the goods or services must be delivered, and ned and its significance (i.e. impact if delayed beyond this date). Also, provide
information as to how it was detern	nined this vendor is the best option to address this time-sensitive procurement.
	Desiration below I simily that my Department requests and Langrage of this
Signature of requesting Department's Commissioner	<i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i>
or Chief Executive (or designee within the	Alin orth
Commissioner's Office):	plue a 1 c. 1 kg
Printed Name:	Brune A. Van Note
Date:	3/29/19

COMMODITY	VENDOR	CITY	STATE	TELE
ASPHALT	Aggregate Industries	Saugus	MA	617-590-2615
BITUMINOUS, Hot Mix Asphalt	All States Asphalt Inc	SUNDERLAND	MA	207-894-5040
BITUMINOUS, Cold Patch	C H Stevenson Inc	Wayne	ME	207-685-3600
CONCRETE	COLEMAN CONCRETE	Conway	NH	603-447-5936
Crafco Concrete Patch	Crafco Inc, DBA PAVING MAINTENANCE SUPPLY	PORTLAND	ME	207-822-9969
ASPHALT EMULSIFIED	Downeast Emulsions	Bangor	ME	207-947-8624
CONCRETE & BITUMINOUS	FR CARROLL	LIMERICK	ME	207-793-8615
CONCRETE	HALEY CONST INC	SANGERVILLE	ME	207-876-4002
BITUMINOUS	HARRY C CROOKER	TOPSHAM	ME	207-729-5511
BITUMINOUS	LANE CONSTR. CORP / EUROVIA	BANGOR	ME	207-945-0873
CONCRETE & BITUMINOUS	MATTINGLY PRODUCTS	ANSON	ME	207-635-2719
CONCRETE & BITUMINOUS	McQUADE (STEELSTONE)	HOULTON	ME	207-532-2675
CONCRETE	OWEN J FOLSOM INC	STILLWATER	ME	207-827-3319
BITUMINOUS	PIKE INDUSTRIES INC	HARTFORD	CT	207-782-2411
CONCRETE	R A CUMMINGS INC (Auburn Conc)	AUBURN	ME	207-777-7100
CONCRETE & BITUMINOUS	SARGENT MATERIALS	STILLWATER	ME	207-827-4435
BITUMINOUS	SHAW BROS CONST	GORHAM	ME	207-839-2552
BITUMINOUS Caribou Area	Solderberg CO INC	Caribou	ME	207-498-6300
BITUMINOUS	STATE PAVING AGGREGATE LLC	FARMINGDALE	ME	207-582-7283
CONCRETE	STATE SAND & GRAVEL	BELFAST	ME	207-338-4070
BITUMINOUS	TROMBLEY IND	LIMESTONE	ME	207-328-4503
CONCRETE	TROMBLEY RED-MIX INC	PRESQUE ISLE	ME	207-328-4503
BITUMINOUS	Vaughn Thibodeau II Inc	BANGOR	ME	207-974-2011