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MA 18P 17081700000000000013
MODIFICATION

State of Maine

Master Agreement

Effective Date: 08/18/17 **Expiration Date:** 08/17/21

Master Agreement Description: Calibration & Svc Nuclear Test Gauges Radiation Survey Meter

Buyer Information

Justin Franzose	207-624-7337	**ext.**	justin.franzose@maine.gov

Issuer Information

Pamela Porter	207-624-3400	**ext.**	pamela.porter@maine.gov

Requestor Information

Pamela Porter	207-624-3400	**ext.**	pamela.porter@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension to 8/17/2021.

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID
VC1000069180

Vendor Name
NORTHEAST TECHNICAL SVS INC

Alias/DBA

Vendor Address Information
75 AILERON CT STE 4

WESTMINSTER, MD 21157
US

Vendor Contact Information
Kelli Rill
410-751-5090 **ext.** 12
kellir@netsnukes.com

Commodity Information

Vendor Line #: 1

Vendor Name: NORTHEAST TECHNICAL SVS INC

Commodity Line #: 1

Commodity Code: 99200

Commodity Description: TESTING AND CALIBRATION SERVICES

Commodity Specifications: As per the specifications attached and made part of this RFQ. Attached prices do not include shipping. Agency to attach quote or invoice to DO

Commodity Extended Description: Ship up to 4 gauges at the same time for $135.00 each way. (300lbs for the $135.00=4 gauges). The cost increase is about 35.00 for each extra gauge. Vendor to fill out all of the paperwork for Agency and schedule the pickup. Agency to sign the bottom when they are ready to ship. The survey meter shipping is 10.00. Shipping is prepaid and added to the invoice.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	**Free On Board**	
0	FOB Dest, Freight Allowed	
Contract Amount	**Service Start Date**	**Service End Date**
0.00	08/18/17	08/17/21
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 8/18/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Kelli Rill 8/18/2020
9381292862DC41F...

Signature Date

Kelli Rill Executive Assistant

Print Representative Name and Title

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STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF GENERAL SERVICES
DIVISION OF PURCHASES

RFQ # 17A17080100000000000057

Calibration & Service of Portable Nuclear Test Gauges and Radiation Survey Meters plus Dosimetry and Leak Test Services

Quotations/Responses Due: **8/14/2017** 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 Purchases ("Division") is acting on behalf of the **Maine DOT** ("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.

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RFQ REQUIREMENTS

1. Description of Requirements

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

- **Please see Appendix B**

2. Bid Contents Requirements

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

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Cost Response on page 11 & 12**
- **Copies of Licenses/Certifications as per #3 of Proposal Requirements on page 13**
- **Three References as per #4 of Proposal Requirements on page 13**
- **Proof of Liability Insurance**

3. Master Agreement Term

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

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

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

Period	Start Date	End Date
Initial Period of Performance	8/18/2017	8/17/2019
Renewal Period #1	8/18/2019	8/17/2020
Renewal Period #2	8/18/2020	8/17/2021

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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.

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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. 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.

c. 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.

d. 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.

e. Maine Business Consideration for commodities or services valued at $50,000 or more

i. Award will be made to Maine Businesses who propose a cost within 5% of the low cost bid submitted by a non-Maine Business, if they have an equivalent specification. Best value considerations may affect the outcome of the bid evaluation.

ii. Equivalent specification means that bids being considered meet or exceed specifications provided in the RFQ document including any best value considerations, or are equal in specification as described above in section c.

iii. Definition of a Maine Business

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

a. Physical location within the borders of Maine

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

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

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

7. Negotiations

a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.

b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.

c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

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

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.

2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division's answers to the Bidders' questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the "Submitting a Quotation" section of this RFQ.

3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder's experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.

4. The RFQ and the selected Bidder's quotation, including all appendices or attachments, may be incorporated in the final contract.

5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).

6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

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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.

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PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

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

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Purchases 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 Purchases 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."

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Appendix A

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

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:		
(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:		

Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?	☐ **Yes** ☐ **No**

By signing below Bidder affirms:

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

Name:		Title:
Authorized Signature:		Date:

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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 PURCHASES

DETAILED SPECIFICATIONS

RFQ # 17A17080100000000000057

Calibration & Service of Portable Nuclear Test Gauges and Radiation Survey Meters plus Dosimetry and Leak Test Services

SCOPE OF WORK

This scope of work is for calibration and service of portable nuclear test gauges and radiation survey meters plus dosimetry and leak test services, as described in the tables below.

ROUTINE SERVICES

Equipment Description	*Number of Units	**Interval	Scope of Work	Unit Price for Scope of Work
Portable Nuclear Testing Gauges	2 ea....Troxler 3411B 4 ea....Troxler 3440 10 ea..Troxler 3430 6 ea....Troxler 4640B	24 months (½ of inventory each year)	• perform 3-block calibration in accordance with ASTM D7759 • clean gauge and shipping case • inspect and adjust electronic components • inspect battery and charging system • inspect and lubricate mechanical components • inspect source rod (where applicable) • inspect shipping case • perform leak test (if needed) • replace scraper ring • replace wiper seal • replace bumper	
Radiation Survey Meters	5ea.....SE, Monitor 4	12 months	• perform NIST-traceable calibration • check battery and replace if	

			necessary • provide certificate of calibration for each meter	
Radiation Dosimetry Badge Analysis	approximately 25	3 months	• ship new badges • analyze returned badges • prepare employee exposure report	
Radiation Leak Test Analysis	approximately 22	6 months	• ship new leak test kits • analyze returned kits • prepare leak test certificate for each gauge	

**This number represents equipment currently in service; it will vary with operational needs over the course of the contract period. It is provided to assist vendors in preparing their bid quotes.*
***In addition to the standard interval given, service may be requested at other times, as needed. See table below.*

REPAIR SERVICES

Equipment Description	Interval	Scope of Work	Standard Hourly Rate
Portable Nuclear Testing Gauges	as needed	Service and repair, labor only	
Radiation Survey Meters			

GENERAL WORK REQUIREMENTS

1. The vendor shall coordinate with the MaineDOT Radiation Safety Officer to schedule all work under this contract.
2. The vendor shall, as directed, perform the scope of work described for the equipment listed in the table above in accordance with applicable regulatory requirements, industry standard protocols, and best practices (e.g., USNRC, NIST, AASHTO, ASTM, US Army Corps of Engineers, Manufacturer Instructions)
3. Any vendor performing calibrations shall possess a properly maintained inventory of NIST-traceable standards.
4. The vendor processing and evaluating dosimetry badges shall possess NVLAP accreditation
5. The vendor shall provide qualified personnel to perform the work performed
6. The vendor may sub-contract portions of this work, provided that all requirements of this document are met and the vendor under contract coordinates and invoices all work
7. The vendor shall provide formal and complete documentation of all work performed (either digital or paper is acceptable).
8. The vendor shall apply a sticker to all calibrated equipment that provides the following information (as a minimum):
    a. date of calibration,

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   b. identification of person/company performing calibration,
   c. identification of instrument/equipment
9. The vendor shall coordinate, prepay, and invoice the round-trip shipping of nuclear test gauges at no mark-up
10. The vendor shall provide invoices itemizing the work performed

PROPOSAL REQUIREMENTS:

1. Unit price for routine services and hourly rate for repair services is to include all the labor, travel, equipment and disposable supplies needed to perform the work. Hourly rate for service does not include necessary replacement parts.
2. MaineDOT reserves the right to award contracts to more than one Proposer.
3. As part of their response proposers are asked to provide copies of licenses and certifications verifying they are qualified to perform this work.
4. Provide three (3) references of companies for whom you have provided similar services. This information must include a description of the services provided, a contact name, phone number and e-mail address.

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Appendix C

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

COST RESPONSE

RFQ # 17A17080100000000000057

Calibration & Service of
Portable Nuclear Test Gauges and Radiation Survey Meters
plus Dosimetry and Leak Test Services

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. Fill out the required sections of this document (Appendix A Bid Cover Page & Debarment Form) and the cost response on page 11. Attach both to your response in VSS along with requested documents. *For your electronic response please put "0" in the unit price field.* Failure to do this may result in disqualification of your bid.

REQUESTED RETURNED DOCUMENTS:

- **Appendix A: Bid Cover Page & Debarment Form (Pages 9 & 10 of this document)**
- **Cost Response on page 11 & 12**
- **Copies of Licenses/Certifications as per #3 of Proposal Requirements on page 13**
- **Three References as per #4 of Proposal Requirements on page 13**
- **Proof of Liability Insurance**

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Appendix D

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

Municipality Political Subdivision and School District Participation Certification

RFQ # 17A17080100000000000057

Calibration & Service of Portable Nuclear Test Gauges and Radiation Survey Meters plus Dosimetry and Leak Test Services

The Division of Purchases 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: _____

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Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: NORTH EAST TECHNICAL SERVICES, INC.		
Chief Executive - Name/Title: DOUGLAS SIMS / PRESIDENT		
Tel: 410 751-5090	Fax: 410 751-5091	E-mail: DOUGS@NETSNUKES.com
Headquarters Street Address: 75 AILERON CT, STE 4		
Headquarters City/State/Zip: WESTMINSTER, MD 21157		
(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:		

Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?	☐ **Yes**	☒ **No**

By signing below Bidder affirms:

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

Name: DOUGLAS SIMS	Title: PRESIDENT
Authorized Signature:	Date: 8/14/2017

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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: DOUGLAS SIME	Title: PRESIDENT
Authorized Signature: Douglas Sime	Date: 8/14/2017

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Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17A17080100000000000057

Calibration & Service of Portable Nuclear Test Gauges and Radiation Survey Meters plus Dosimetry and Leak Test Services

SCOPE OF WORK

This scope of work is for calibration and service of portable nuclear test gauges and radiation survey meters plus dosimetry and leak test services, as described in the tables below.

ROUTINE SERVICES

Equipment Description	*Number of Units	**Interval	Scope of Work	Unit Price for Scope of Work
Portable Nuclear Testing Gauges	2 ea... Troxler 3411B 4 ea... Troxler 3440 10 ea. Troxler 3430 6 ea... Troxler 4640B	24 months (½ of inventory each year)	• perform 3-block calibration in accordance with ASTM D7759 • clean gauge and shipping case • inspect and adjust electronic components • inspect battery and charging system • inspect and lubricate mechanical components • inspect source rod (where applicable) • inspect shipping case • perform leak test (if needed) • replace scraper ring • replace wiper seal • replace bumper	300.-
Radiation Survey Meters	5ea.... SE, Monitor 4	12 months	• perform NIST-traceable calibration • check battery and replace if	85.-

			necessary • provide certificate of calibration for each meter	
Radiation Dosimetry Badge Analysis	approximately 25	3 months	• ship new badges • analyze returned badges • prepare employee exposure report	14.-
Radiation Leak Test Analysis	approximately 22	6 months	• ship new leak test kits • analyze returned kits • prepare leak test certificate for each gauge	14.-

**This number represents equipment currently in service; it will vary with operational needs over the course of the contract period. It is provided to assist vendors in preparing their bid quotes.*
***In addition to the standard interval given, service may be requested at other times, as needed. See table below.*

REPAIR SERVICES

Equipment Description	Interval	Scope of Work	Standard Hourly Rate
Portable Nuclear Testing Gauges	as needed	Service and repair, labor only	65.-
Radiation Survey Meters			25

GENERAL WORK REQUIREMENTS

1. The vendor shall coordinate with the MaineDOT Radiation Safety Officer to schedule all work under this contract.
2. The vendor shall, as directed, perform the scope of work described for the equipment listed in the table above in accordance with applicable regulatory requirements, industry standard protocols, and best practices (e.g., USNRC, NIST, AASHTO, ASTM, US Army Corps of Engineers, Manufacturer Instructions)
3. Any vendor performing calibrations shall possess a properly maintained inventory of NIST-traceable standards.
4. The vendor processing and evaluating dosimetry badges shall possess NVLAP accreditation
5. The vendor shall provide qualified personnel to perform the work performed
6. The vendor may sub-contract portions of this work, provided that all requirements of this document are met and the vendor under contract coordinates and invoices all work
7. The vendor shall provide formal and complete documentation of all work performed (either digital or paper is acceptable).
8. The vendor shall apply a sticker to all calibrated equipment that provides the following information (as a minimum):
    a. date of calibration,

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EXTENSION OF ANNUAL CONTRACT

Commodity Item: Testing & Calibration Services

Contractor: Northeast Technical Services

Contract Period Extended To: 8/17/2020

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 **# MA 17081700000000000013** until **August 17th, 2020** with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: North East Technical Services, Inc.

By: Douglas Sims, Jr. Douglas Sims

E-mail Address: kellir@netsnukes.com

Date: 8/12/19

Dollar value the State has spent on this contract from 8/18/2017 to present:
$18,685.40

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EXTENSION OF ANNUAL CONTRACT

Commodity Item: Testing & Calibration Services

Contractor: Northeast Technical Services

Contract Period Extended To: 8/17/2021

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 **# MA 17081700000000000013** until **August 17th, 2021** with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: North East Technical Services, Inc.

By: Douglas Sims, Jr.

E-mail Address: kellir@netsnukes.com

Date: 8/13/2020

Dollar value the State has spent on this contract from 8/18/2019 to present:

$9,470.25