MA 18P 18082800000000000021 MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/12/18 Expiration Date: 09/30/21

Master Agreement Description: Portable Hot Water Pressure Washer

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor IDVendor NameVS0000000814R.N. CRAFT INC.

Alias/DBA

R.N. CRAFT INC.

Vendor Address Information

170 JOHN ROBERTS RD

SOUTH PORTLAND, ME 04106

US

Vendor Contact Information

Robert Craft

207-772-3600 **ext.** 0 bcraft1@maine.rr.com

Payment Discount Terms

Discount 1: 2.0000% 10 **Days**

0 Days0 Days0 Days

Commodity Information

Vendor Line #: 1

Vendor Name: R.N. CRAFT INC.

Commodity Line #: 1

Commodity Code: 54526

Commodity Description: Portable Hot Water Pressure Washer

Commodity Specifications:

Commodity Extended Description: PORTABLE HOT WATER HIGH-PRESSURE POWER WASHER.

 Quantity
 UOM
 Unit Price

 0.00000
 0.000000

Delivery Days Free On Board

21

Contract Amount Service Start Date Service End Date

0.00

Catalog NameDiscountRN Craft Power Wash0.0000%

Discount Start Date Discount End Date

09/12/18 09/30/21

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 C. Schor:

606437754DD0459...

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

and

R.N. Craft INC

—Docusigned by: Robert N. Craft

9/22/2020

Signature

Date

Robert N. Craft

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 180828*021

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Portable Hot Water Pressure Washer

Contractor: R.N. Craft Inc.

Mater Agreement Competitive Bid RFQ: 17A 180724-015

Contract Period Extended To: 09/30/21

Extended Contract Pricing: Price increase due to manufacture increase

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 180828*021 through September 30, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 11/01/19 to present: \$?

Agreement to extend Master Agreement 18P – 1808280000000000021 authorized by:

State of Maine – Department of Administrative and Financial Services 9/21/2020

Jaime C. Schore

-6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

and

R.N. Craft Inc.

Robert N. Craft -5347EE1809D64D9. Robert N. Craft

DocuSigned by:

9/22/2020

RIDERS

V	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
\boxtimes	Rider A – Scope of Work and/or Specifications
\boxtimes	Rider B – Terms and Conditions
	Rider C - Exceptions
	Bid Cover Page and Debarment Form – Appendix A from RFQ
	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
	Price sheet
\boxtimes	Other – DOT Certifications – Appendix F from RFQ

RIDER A Scope of Work and/or Specifications MA 180828-021

Commodity: Portable Hot Water Pressure Washer

Master Agreement Competitive Bid RFQ: 17A 180724-015

Contract Period: Through September 30, 2021. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *Final extension through September 30, 2021*

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Robert N. Craft Phone: 207-772-3600 Email: <u>bcraft1@maine.rr.com</u>

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced 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.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Specifications

Description: Alkota 216AX4X – 2 Gallon per minute, 1600 PSI with a 2.3 HP electric motor. Unit has a 1.10 GPG fuel nozzle for heating water and a 96-foot schedule 80 heating coil. Optional equipment include: 360 degree swivel hose reel and a solid mount hose reel. Both reels come with a jumper line to the machine.

Warranty: One (1) year parts and labor, seven (7) year on the heating coil.

Manufacture's Recommended PM Schedule: Change pump oil and fuel system once a year.

Service Facilities: 170 John Roberts Rd., South Portland ME

46 Dorman Rd., Washington ME

	*	
The following abbreviations must be used:	X	Standard or as specified
	N/A	Not Available
	DI	Dealer Installed
	AE	Approved Equal

	2.0 WASHER	Abbreviation	Actual Dimension	Notes
2.1	Minimum volume discharge at 2.0 gallons per minute.	X		
2.2	Minimum pump head pressure of 1,500 psi.	X		1600 PSI
2.3	Belt or direct driven oil bath pump	×		
2.4	Temperature rise of 120° Fahrenheit at 2.0 gallons per minute.	X		
2.5	Temperature limit 240° Fahrenheit	×		
2.6	Minimum 2.3 HP 115V. Single 1 PH Electric Motor.	X		
2.7	Pressure atomizing, automatic ignition with fuel solenoid, trigger controlled burner and high limit temperature control.	X		
2.8	Raycor fuel/water separator, filter. (Element readily available from dealer and at most auto parts supply stores).	X		
2.9	Minimum 60' feet of schedule 80 steel heating coil.	Χ		96 Fect
2.10	Stainless steel coil wrapper	X		
2.11	High pressure safety relief	X		
2.12	35-foot 20-amp cord and plug with built-in GFI.	X		
2.13	High pressure, precise metering, detergent application system.	X		

2.14	Combustion Smoke/Bacharach Scale # 1 or # 2 smoke.	X		
2.15	Allowed level of carbon monoxide to be 0.01%	X		
	3.0 FEATURES	Abbreviation	Actual Dimension	Notes
3.1	Four wheeled cart	X		
3.2	Wheels required to have wheel bearings.	X		
3.3	50-foot R-1 steel wire braid reinforced hose, high temperature, minimum 3,000 psi hose with stainless steel quick couplers on both ends.	X		
3.4	Hose reel receiver factory installed	X		
3.5	Minimum 4.5 gallon fuel tank	X		
3.6	Eight (8) inch stack OD.	X		
3.7	5,000 psi, 300-degree max, trigger gun with stainless steel quick couplers.	X		
3.8	Nozzle spray required to have 0- to 40-degree pattern. Spray tips required if necessary.	X		A
3.9	36-inch vented insulated stainless steel wand.	X		48"
	4.0 GENERAL	Abbreviation	Actual Dimension	Notes
4.1	Equipment must be fully inspected, serviced, fully assembled, and ready to work upon delivery.	X		
4.2	These specifications are a minimum and bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	Χ		

4.3	Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a website.) Failure to provide this information may cause the bid to be rejected.	X		
4.4	One (1) complete parts and service manual shall be supplied per unit.	Χ		
4.5	Vendor will be required to provide training at a later date, but within eight (8) weeks of delivery if requested.	X		
4.6	All hardware installed shall not obstruct or interfere with any pressure washer component system.	X		
4.7	All safety, warning and instructional decals must be properly displayed and appropriate for application.	X		
4.8	MaineDOT Fleet Services reserve the right to pre-inspect the equipment before delivery.	X		
4.9	Equipment offered must comply with applicable Federal and State of Maine laws.	X		
4.10	Machine must meet ETL Certified to UL 1776 standards and CSA –B140.11-M89. (Information Required)	X		
4.11	Upon delivery of unit or units all necessary paper work such as (Certificate of Origin, dealer's certificate and invoices) shall accompany unit/units.	X		
4.12	All bid proposals will include shipping and delivery to: MaineDOT Fleet Services, 66 Industrial Drive, Augusta, Me 04333.	X		
	5.0 SERVICE	Abbreviation	Actual Dimension	Notes
5.1	MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where	X		

	the trucks will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within 75 miles of each division headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou.	N/A		CAribou is The only one That is more
5.2	Vendors must provide a list of bidder service center locations.	X		
5.3	Bidders must supply a written explanation describing such things as the locations of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities. (Explain in a written document submitted with the proposal).	X		
	6.0 WARRANTY	Abbreviation	Actual Dimension	Notes
6.1	Minimum one year on parts and labor and seven (7) years on the heating coil, and pump or manufacturer's standard warranty; whichever one is greater. (Warranty policy must be supplied with bid)	X		•
6.2	Vendor shall be 100% responsible for all repair costs to include parts and labor during the warranty period.	X		
	7.0 OPTION	Abbreviation	Actual Dimension	Notes
7.1	360 degree pivoting hose reel capable of holding a 50' R-1 steel wire braid reinforced hose. (Priced Separate)	X		
7.2	Standard non-pivoting hose reel capable of holding a 50' R-1 steel wire braid reinforced hose. (Priced Separate)	X		

BID SUBMISSION REQUIREMENTS:

In addition to required information as exhibited in the specifications, the Bidder shall also provide:

- Warranty and extended warranty data for the Hot Water Pressure Washer, and all sub-components.
- Failure to supply the requested documentation may render the bid non-responsive.

SWIVEL REELS

Swivel Reel . Reel swivels 200° to give optimum travel range for hose.

Adjustable Friction Brakes • Eliminates hose backlash when unwinding.

Heavy-Duty Performance •

Swivel & plumbing rated to 4000 PSI and 250° standard. Optional swivel available for higher temperature ratings.

Easy Push/Pull Lock Pin •

Prevents unwanted reel rotation when reel is not in use.

Smooth-Radius Bent Arm • Eliminates 90° bend and strengthens arm.

Locking Collar Shaft . Holds reel in place.

Durable Construction • Heavy-gauge cold-rolled metals manufacture a durable reel, capable of securely storing 150' of 3/8" high-pressure hose. Durable powder-coated paint.

Hose Holder . Provides the option of coupling the hose to the reel to keep it securely attached.

Double-Bearing Design with Stainless Steel Shaft • Eliminates any side movement and allows reel to turn very easily.

> Hair-Pin Clip . Holds reel in place in different positions.

Easy-Mount Adapter * Easily adapts to any round or square

tubing for mounting in minutes.

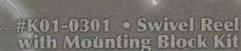


#K01-0300 • Swivel Reel

- •Capacity 150 feet 3/8" hose
- •4000 PSI 250°

#K01-2025 • Mini Swivel Reel

- •Capacity 100 feet 3/8" hose
- •4000 PSI 250°



- •Capacity 150 feet 3/8" hose
- •4000 PSI 250°

#K01-2026 • Mini Swivel Ree with Mounting Block Kit

- •Capacity 100 feet 3/8" hose
- •4000 PSI 250°



- •Capacity 150 feet 3/8" hose
- •4000 PSI 250

#K0150303 • Swivel Ree with Flat-Surface Mount

- •Capacity 150 feet 3/8" hose
- •4000 PSI 250°



NON-SWIVEL REELS

#K01-1000 Mini Reel

- Capacity 100 feet 3/8" hose
- •4000 PSI 250°



#K01-1026 • Mini Reel with Vertical Arm Mount ightarrow

- •Capacity 100 feet 3/8" hose
- •4000 PSI 250°



#K01-1025 • Mini Reel with Vertical Arm Mount and **Mounting Block Kit**

- •Capacity 100 feet 3/8" hose
- •4000 PSI 250°

#K01-1010 • Mini Reel with Hand Carry Kit 🚅 NOTE: Mini Reel #K01-1000 sold separately.



Mounterrace town with the same & 1400 series machines



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(http://alkota.com/) ERVICE (HTTP://alkota.com/FIND-YOUR-DISTRIBUTOR/) SUPPORT (HTTP://alkota.com/support)

MESS QUEST (HTTP://ALKOTA.COM/MESS-QUEST/)

All Categories (/category/portable-electric-drive-hot-water-sytems) > Portable Electric Drive Hot Water Sytems (/category/portable-electric-drive-hot-water-sytems) > Four Wheel Series Pressure Washers (/viewitems/portable-electric-drive-hot-water-sytems/four-wheel-series-pressure-washers) > Item

Specifications | Manufacturing Notes | Option

Item # 216AX4, Four Wheel Series Pressure Washers

Request Information

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Phase

- Electric
- Oil Fired Portable
- 4 pneumatic wheels Belt driven tri-plex pump
- High-efficiency electric motor Non-corrosive float tank
- High-pressure detergent application
 Trigger gun
 96' coil

DOWNLOADS

Alkota Buyers Guide (/Asset/b6fls-1nnkq.pdf)

Accessories (/Asset/eak5a-4rq4c.pdf)

	2.0			
Flow Rate	2.0 gpm			
Pressure	1600 psi			
Pump Style	Belt Drive Triplex			
Notor Power	2.3 hp	* *		
Aotor Voltage	115 V			
Notor Fuse Rating	20 A			
Shipping Weight	420 lb			
Coil Type	Schedule 40			
Coil Construction Type	Steel Pipe			
Coil Length	96 ft			
Burner Type	#1 Diesel Kerosene		The second	
Burner Pressure Atomizing Temperature	175000 Btu			
uel Tank Construction Material	Plastic			
Stack Size	8 in			
Optional Parts/Features	Temperature Control			
Chemical Features	Precise Metered			
Float Tank Construction Material	Plastic			
ength	40 in			
Width	27 in			
leight	40 in			
Fuel Tank Capacity	4.5 gal			
Fuel Consumption Capacity	1.25 gal/h			2.

RIDER B TERMS AND CONDITIONS

- **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 agreement, 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 because 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 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.

Appendix A

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

BID COVER PAGE and DEBARMENT FORM

Pill i O di di Comina	
Bidder's Organization Name: (R, N, Craft in C	
Chief Executive - Name/Title: Robert W. Craf	The Empire of the second services
Tel: 207-772-3600 Fax: 207-772-	
Headquarters Street Address: 170 John Robi	erTS Rd. Unit 19
Headquarters City/State/Zip: 50. Postland	ME. 04106
(provide information requested below if different from	m 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 thi This bid and the pricing structure contained he	
from the date and time of the bid opening;	4.
	Department or any other State agency participated,
	elating to the preparation of the Bidder's proposal;
	e by the Bidder to induce any other person or firm
to submit or not to submit a proposal; and	the start alligations on habilf of the above named
• The undersigned is authorized to enter into coronganization.	ntractual obligations on behalf of the above-named
Name: Robert N. (PAFT	Title: President
Authorized Signature:	Date: 8/24/18
V W I V Y	

State of Maine RFQ # 17A 180724-015 Rev. 3/6/2018 11

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.

Appendix E

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 17A 180724-015 PORTABLE HOT WATER HIGH-PRESSURE POWER WASHER

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

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes, with conditions as follows: With a Small Dellucy (harge Devending and
(Yes, with conditions as follows:) With A SMALL Delivery Charge Defending OA Area it goes To
No
Name of Company: R. W. Craff inc.
Address: 170 John Roberis Rd. So. Portland ME. 04106
Signature: 5 11.11
Date: 8/16/18

SUPPLIER PART		MANUFACTURER		UNIT OF		DELIVERY
NUMBER	SUPPLIER NAME	NAME	ITEM DESCRIPTION	MEASURE	LIST PRICE	DAYS
216AX4X	R.N. CRAFT INC	ALKOTA	Portable Hot Water Pressure Washer, 1600 PSI, 2.3HP	EA	\$3,204.97	21
K01-2025	R.N. CRAFT INC	ALKOTA	Hose Reel, Pressure Washer, 360 deg w/jumper line	EA	\$350.00	21
KO1-1026	R.N. CRAFT INC	ALKOTA	Hose Reel, Pressure Washer, solid mount w/jumper line	EA	\$295.00	21

Appendix F

RFQ # 17A 180724-015 PORTABLE HOT WATER HIGH-PRESSURE POWER WASHER

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

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

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

Dated

Robert N. LAFT
Printed name of Person Bidding

Authorized Signature

Title President

2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

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

1. EQUIPMENT: ALKOTA 216 AX4X = 2 GALLON PER Minute 1600 PSI With A 2.3 HP Electric motor. Unit HASA 1.10 GPH FULL NOZZIE FOR HEATing of WATER And A School BO HEATing Coil 96' For more EFFICINTY 21 Rev. 3/6/2018

- 2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims) We DO ALL WARRANTY CLAIMS And The STATE HAS NO PAPER WORN TO FILL OUT AT ALL,
- 3. **EQUIPMENT INFORMATION:**

YEAR: 2018 EQUIPMENT MAKE: ALKOTA

EQUIPMENT MODEL: 216AX4X

- 4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE
 MUST BE PROVIDED ONLE A YEAR Change Pump O'L And Fuel System
- 5. BASIC EQUIPMENT WARRANTY DESCRIPTION

 NOWLE TO DU BY THE STATE. THE UNIT HAS A I YEAR

 PARTS And LABOR WARRANTY And A 7 YEAR ON THE HEATING COIL
- 6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 170 John Robers A. D. So. Postland ME,

ADDRESS 2: 46 DOFMAN Rd. WAShingTEN ME.

ADDRESS 3: ADDRESS 4: ADDRESS 5:

CONTACT NAME: Bob TELEPHONE: 207-772-3600

EQUIPMENT PARTS PROVIDER: R.N. Craft inc.

ADDRESS: 170 John Ruberts Rd. So. Portland

CONTACT NAME: Bob TELEPHONE: 207-772-3600

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

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

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

Dated 8/16/18

Robert N. Craft Print Name

R.N. Craft inc.

3.0 SPECIFICATION COMPLIANCE

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

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

Dated 8/16/18

Rabert N. Cost

Printed name of Person Bidding

Title President