

MA 18P 1810230000000000049
MODIFICATION

State of Maine



Master Agreement

Effective Date: 10/23/18

Expiration Date: 10/31/21

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

Buyer Information

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Reason For Modification: Extend for second extension period at current pricing

Authorized Departments

17A TRANSPORTATION
17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000171267

Vendor Name

JIMAR CONSTRUCTION PRODUCTS LLC

Alias/DBA

Vendor Address Information

1270 HAMMOND ST STE 2

BANGOR, ME 04401
US

Vendor Contact Information

MARNY TUIITE
207-907-4491 ext.
marny@jimar.us

Commodity Information

Vendor Line #: 1

Vendor Name: JIMAR CONSTRUCTION PRODUCTS LLC

Commodity Line #: 1

Commodity Code: 76561

Commodity Description: High-Performance Segmental Plow Blade System MA

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

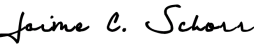
Commodity Extended Description: High-Performance Segmental Plow Blade System with Replaceable Segments.

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 20	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name Polar Flex	Discount 0.0000 %	
	Discount Start Date 10/23/18	Discount End Date 10/31/21

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:
 8/6/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

JIMAR CONSTRUCTION PRODUCTS LLC

DocuSigned by:
 8/6/2020
1F29D4ABB8C8469...

Signature Date

Marny Tuite, Owner

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 181023*049

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Polar Flex High Performance Segmental Plow Blade System

Contractor: JIMAR CONSTRUCTION PRODUCTS LLC

Mater Agreement Competitive Bid RFQ: 17A 180913-086

Contract Period Extended To: 10/31/21

Extended Contract Pricing: Extend at current pricing

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 181023*049 through Oct. 31, 2021 with all terms, conditions remaining as shown in the original contract.

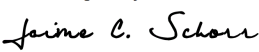
Dollar value the vendor has recorded that State of Maine has spent on this contract from 11/01/19 to present:

\$ 306,252.86

Agreement to extend Master Agreement 18P – 1810230000000000049 authorized by:

State of Maine – Department of Administrative and Financial Services

8/6/2020


DocuSigned by:


6D6437754DD0459...
Jaime C. Schorr, Chief Procurement Officer

And

JIMAR CONSTRUCTION PRODUCTS LLC

8/6/2020

DocuSigned by:

1F29D4AB8C8469...
Marny Tuite, Owner

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 181023-049

Commodity: Polar Flex High Performance Segmental Plow Blade System

Master Agreement Competitive Bid RFQ: 17A 180913-086

Contract Period: Through October 22, 2019. The State of Maine with vendor approval can opt to issue up to three (3) one (1) year extensions. *Second extension through October 31, 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: Marny Tuite **Tel:** 207-907-4491 **Email:** marny@jimar.us

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).

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility. Below are the MaineDOT delivery points most orders will be shipped to.

Region 1: 51 Pleasant Hill Road, Scarborough	Tel: 207-885-7000
Region 2: 53 Bog Road, Augusta	Tel: 207-624-8200
Region 3: Route 2, Dixfield	Tel: 207-562-4228
Region 4: 219 Hogan Road, Bangor	Tel: 207-941-4500
Region 4: Evergreen Parkway, Caribou	Tel: 207-764-2060

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

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

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

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

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

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

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

The steel Segment Holder shall meet the following specifications:

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

Hardness: 46-48 HRC

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

Coating: Gloss black powder coating (heat cured)

The Replaceable Wear Segments shall meet the following specifications:

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

Hardness: 42-44 HRc

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

Purity: 100% virgin alloyed material

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

Hardness: 88 HRa

T.R.S.: >2900 N/mm²



Technical Specifications

Basics:

Weight: 33.5 lb / ft (fully assembled)
Bolt size: 5/8-11 (attachment & assembly bolts)
Coating: Gloss black powder coating (heat cured)

Holder:

Material: 10B30 - heat treated, water quenched & stress relieved
Hardness: 46-48 HRC
Size: 5/8" X 6" flat single bevel

Flex Elements:

Material: EPDM (ethylene propylene diene monomer) - automotive grade synthetic rubber

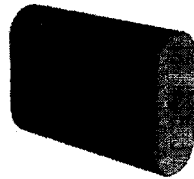
Wear Edges:

Steel:

Material: 5140 – normalized, heat treated, oil quenched & stress relieved after forging
Hardness: 42-44 HRc

Carbide insert:

Purity: 100% virgin alloyed material
Material: VBL Specification SP 7.1.2.1 (89% WC, 11% Co)
Hardness: 88 HRa
T.R.S.: >2900 N/mm²
Shape:



L I M I T E D

PolarFlex

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

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

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

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

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

Valley Blades Limited (Waterloo)

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

Valley Blades Limited (Edmonton)

14550 115A Avenue NW, Edmonton, Alberta, Canada, T5M 3C5
TEL. 780.452.1430 | TF. 877.452.1430 | FAX. 780.454.4221

VALLITE™ HIWEAR WING BLADE SPEC

VBL PART NO. 586132FHIWB

THICKNESS: .625 inches, subject to standard steel mill tolerances
WIDTH: 6 inches, subject to standard steel mill tolerances
LENGTH: 132"long, standard FRINK Punching, 17 holes
11/16"square countersink
HARDNESS: Quench and tempered through harden to ROCKWELL
46-52 BRINELL 429-514
TENSILE STRENGTH: 215,000 P.S.I.
TOUGHNESS: 1 ZOD toughness at room temperature, 13 ft. lbs.

FULL WARRANTY OF ANY BREAKAGE

HIWEAR SHOES SPEC:

MATERIAL:

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

WEIGHT: 8 lbs / shoe
NUMBER CASTINGS: 11 per blade
DIMENSIONS: As per **VALLEY BLADES** V400 casting
FABRICATION:

- Each shoe encased by 3/8" thick gussets, all continuous weld, and all shoes encased by one full length 132" with 3/8" thick backer angle, each end cropped for safety.
- Wear shoes start 1/8" – 3/16" from edge of heat treated face blade.

October 2003

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 of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

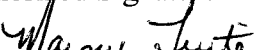
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**


BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: JIMAR Construction Products		
Chief Executive - Name/Title: Marny Tuite-President		
Tel: 207-907-4491	Fax: 207-907-4493	E-mail: marny@jimar.us
Headquarters Street Address: 1270 Hammond St., Suite 2		
Headquarters City/State/Zip: Bangor, ME 04401		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

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

Name: Marny Tuite	Title: President
Authorized Signature: 	Date: 9/25/2018

DocuSigned by:

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8/6/2020

Debarment, Performance, and Non-Collusion Certification

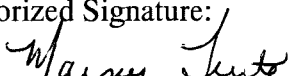
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:


 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Marny Tuite	Title: President
Authorized Signature: 	Date: 09/25/2018

8/6/2020

DocuSigned by:

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Appendix E

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 17A18091300000000000086

**High-Performance Segmental Plow Blade System
with Replaceable Segments**

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

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

* Yes

Yes, with conditions as follows:

No

Name of Company:
JIMAR Construction Products

Address:
1270 Hammond St, Suite 2 Bangor ME 04401

Signature: *Marny Tuite* DocuSigned by:
Marny Tuite
1F29D4ABB8C8469...

Date: *9/24/18* 8/6/2020

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Front Mount - 11	Jamar	Polar Flex	Complete Segmental Plow Blade System 11 Feet	Valley Blades-Polar Flex	EA	\$2,040.50	20
Front Mount - 10	Jamar	Polar Flex	Complete Segmental Plow Blade System 10 Feet	Valley Blades-Polar Flex	EA	\$1,855.00	20
HIGHWEAR11	Jamar	Polar Flex	High Wear Wing Blade System, 11 Feet	Valley Blades-Polar Flex	EA	\$514.80	20
HIGHWEAR10	Jamar	Polar Flex	High Wear Wing Blade System, 10 Feet	Valley Blades-Polar Flex	EA	\$468.00	20
XWS-12-F	Jamar	Polar Flex	12" Carbide Cutting Edge	Valley Blades-Polar Flex	EA	\$108.84	20
XSB-58	Jamar	Polar Flex	Replacement Steel Bushing	Valley Blades-Polar Flex	EA	\$4.45	20
XFE-12-S	Jamar	Polar Flex	Rubber Flex Casing	Valley Blades-Polar Flex	EA	\$28.83	20
XFE-58-B	Jamar	Polar Flex	Rubber Flex Bushing	Valley Blades-Polar Flex	EA	\$5.25	20
XFCR-R	Jamar	Polar Flex	Curb Runner Polar Flex System - Right	Valley Blades-Polar Flex	EA	\$135.25	20
XFCR-L	Jamar	Polar Flex	Curb Runner Polar Flex System - Left	Valley Blades-Polar Flex	EA	\$135.25	20
XNP-115FM-F	Jamar	Polar Flex	Everest Nose Piece for Everest Plows - fixed	Valley Blades-Polar Flex	EA	\$292.80	20
XWS-115FM	Jamar	Polar Flex	Carbide Wear Segment-Valley Blades	Valley Blades-Polar Flex	EA	\$158.50	20
AUX-36	Jamar	Polar Flex	36" Angle Plate	Valley Blades-Polar Flex	EA	\$71.43	20
AUX-48	Jamar	Polar Flex	48" Angle Plate	Valley Blades-Polar Flex	EA	\$95.24	20
BUX-36	Jamar	Polar Flex	Base Plate-36"	Valley Blades-Polar Flex	EA	\$108.51	20
BUX-48	Jamar	Polar Flex	Base Plate-36"	Valley Blades-Polar Flex	EA	\$144.68	20
POLAR3	Jamar	Polar Flex	Section, 3' Front Mount	Valley Blades-Polar Flex	EA	\$556.50	20
POLAR4	Jamar	Polar Flex	Section, 4' Front Mount	Valley Blades-Polar Flex	EA	\$742.00	20