

Vendor Contact Information

MICHELLE FITTS
207-495-1162 ext.
MFITTS@HAMMONDLUMBER.COM

Commodity Information

Vendor Line #: 1

Vendor Name: HAMMOND LUMBER CO

Commodity Line #: 1

Commodity Code: 12035

Commodity Description: Docks and Piers, Fixed and Floating (Including Dock Systems,

Commodity Specifications:

Commodity Extended Description: Master Agreement Contract for Polydock Floating Dock Systems.

Quantity 0.00000	UOM Free On Board	Unit Price 0.000000
Delivery Days 30		
Contract Amount 0.00	Service Start Date 04/23/20	Service End Date 04/30/21
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 C. Schorr 4/23/2020
6D6437754DD0459...
Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

HAMMOND LUMBER CO

DocuSigned by:
Ryan Masse 5/1/2020
A39861466BB4481...
Signature Date

Ryan Masse, Chief Sales Rep, ShoreMaster Products

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

Ryan Masse

sales

rmasse@hammondlumber.com

DocuSigned by:
Ryan Masse
A39861466BB4481...

4/30/2020

RIDER A
Scope of Work and/or Specifications
MA 200407-124

Commodity: ShoreMaster Dock Systems

Master Agreement Competitive Bid RFQ: 01A 200316-259

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

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: Ryan Masse **Tel:** 207-495-3303 X 144 **Email:** rmasse@hammondlumber.com

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. Prices on attached quote will be held for the duration of the initial period on the contract. All other ShoreMaster items will receive a 20% off list price discount.

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).

Using Departments: The primary using departments of this Master Agreement are will be Agriculture, Conservation & Forestry. All State of Maine departments and agencies can utilize this Master Agreement Contract.

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

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.

Docking System Design: The vendor will be expected to assist the using department with designing a docking system for any location that best accommodates the needs of the facility. Design will be included in the bid pricing.

Installation: It is expected that the systems may need to be initially installed by the vendor.

ENGINEERING SPECIFICATIONS

POLYDOCK FLOATING DOCK SYSTEM SPECIFICATIONS

General:

The POLYDOCK consists of a Polyethylene single cavity hollow non-foam filled float structure that consists of integrated deck surface and float. The deck surface has a herringbone brick pattern. The dock sections have a nominal wall thickness of .250 inches.

Sizes:

Size	Part Number	Actual Width	Actual Length	Actual Height	Weight	Capacity
3 x 10	1022945	36.4"	123.7"	16.0"	200 lbs	1875 lbs
4 x 6	1022946	50.9"	72.7"	16.0"	160 lbs	1550 lbs
4 x 10	1022944	50.9"	123.7"	16.0"	265 lbs	2625 lbs
5 x 10	1022948	65.5"	123.7"	16.0"	340 lbs	3375 lbs
6 x 8	1022947	72.7"	101.7"	16.0"	330 lbs	3075 lbs

Note: Due to manufacturing tolerances in the rotational molding process actual weights and dimensions may vary.

Material Specifications:

The Polyethylene material shall meet the following properties:

1. 100% Polyethylene.
2. Has an ultraviolet inhibitor (UV-8) to protect from the sun.
3. The Polyethylene has tensile yield strength of 3,410 psi as per ASTM 638.
4. The Polyethylene has a low temperature impact of 160 ft-lbs (foot pounds) as per the ARM test method (Association of Rotational Molding) The ARM test method has been used since 1995 when the ASTM D3029 was made obsolete.

ENGINEERING SPECIFICATIONS

ShorePort Specifications

General:

The ShorePort consists of a Polyethylene single cavity hollow non-foam filled float structure that consists of integrated watercraft docking surface and float. The ShorePort has a non-slip texture, three polyurethane rollers for easy loading and offloading and a tie-down cleat. PolyDock sections have a nominal wall thickness of .250 inches.

Size:

Description	Part Number	Actual Width	Actual Length	Actual Height	Weight	Capacity
ShorePort	1022950	58"	138"	16.0"	260 lbs	1,150 lbs

Note: Due to manufacturing tolerances in the rotational molding process actual weights and dimensions may vary.

Material Specifications:

The Polyethylene material shall meet the following properties:

1. 100% Polyethylene.
2. Has an ultraviolet inhibitor (UV-8) to protect from the sun.
3. The Polyethylene has tensile yield strength of 3,410 psi as per ASTM 638.
4. The Polyethylene has a low temperature impact of 160 ft-lbs (foot pounds) as per the ARM test method (Association of Rotational Molding) The ARM test method has been used since 1995 when the ASTM D3029 was made obsolete.

Freeboard:

Freeboard under dead load shall be 14.50 inches +/- 1".

Deck Surface:

The surface also has a 550 shot-peen finish to provide added anti-slip to the deck surface.

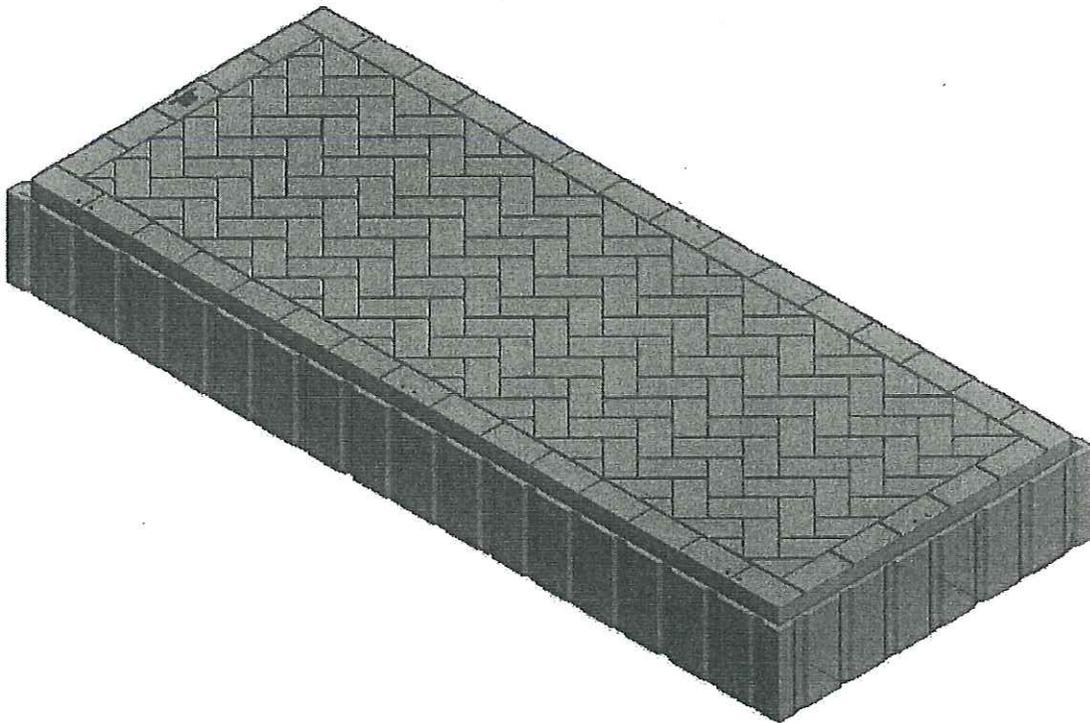
ENGINEERING SPECIFICATIONS

Freeboard:

Freeboard under dead load shall be 14.50 inches +/- 1". Freeboard under dead load plus 30 pounds per square foot shall not be less than 8 inches.

Deck Surface:

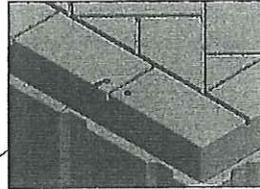
The deck surface has a herringbone brick pattern. The gaps between bricks are no greater than 3/8" wide and 1/2" deep. The gaps are provided for water drainage from the deck surface. The bricks are approximately 4" x 8". The surface also has a 550 shot-peen finish to provide added anti-slip to the deck surface.



ENGINEERING SPECIFICATIONS

Inserts:

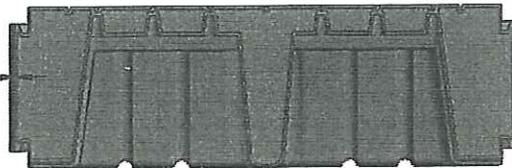
Inserts are 3/8" blind brass inserts spaced 1.75". These are intended for use with 8" poly cleats.



3/8"-16 Brass
Blind Inserts

Cross Section Detail:

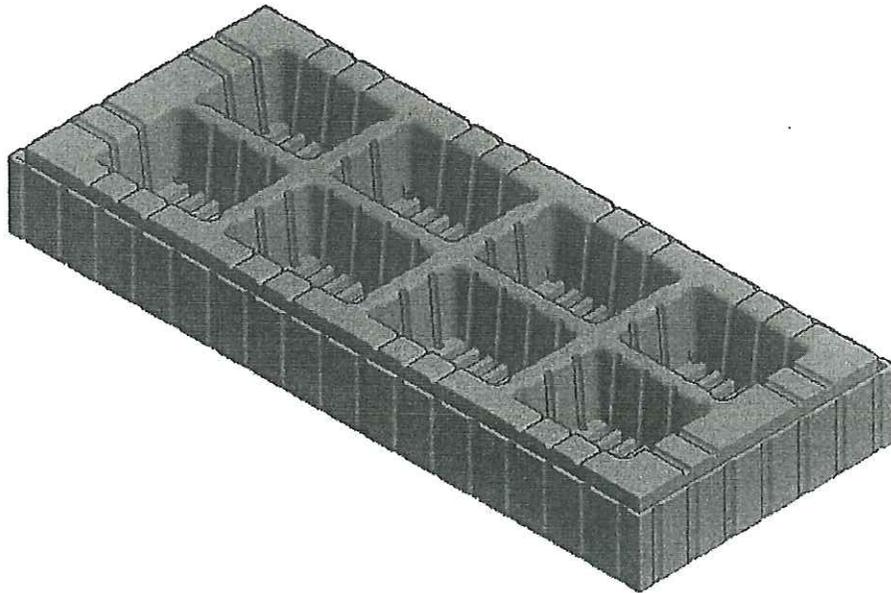
Dock sections have a nominal wall thickness of .25 inches.



0'- $\frac{1}{4}$ " Nominal
Wall Thickness

Bottom Detail:

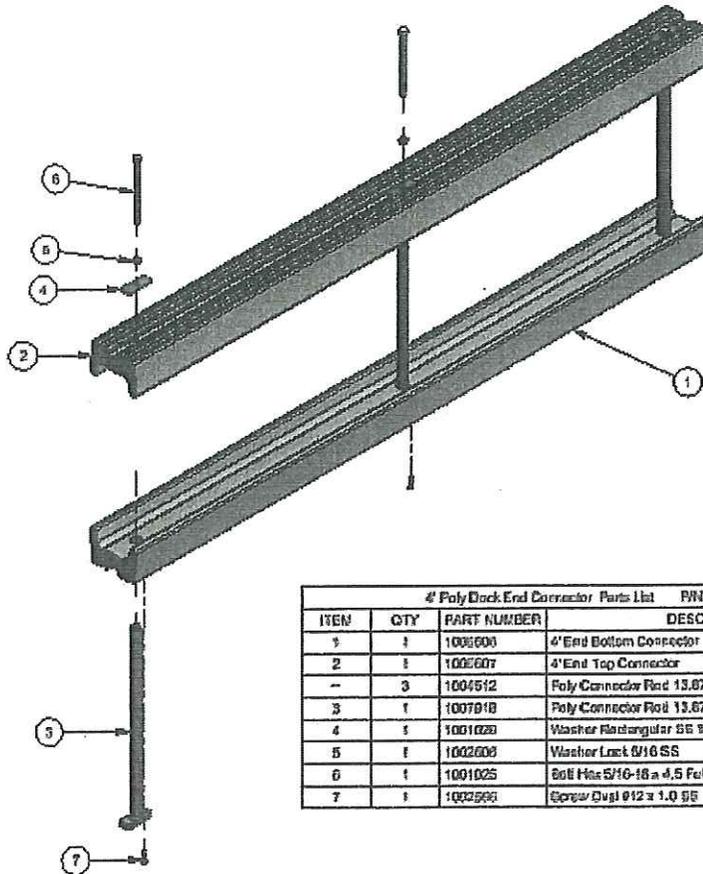
4' x 10' Shown:



ENGINEERING SPECIFICATIONS

Standard Connections:

Connections are designed so that units can be disconnected and moved. Connections are designed to transfer loads applied due to any combination of vertical and horizontal forces.



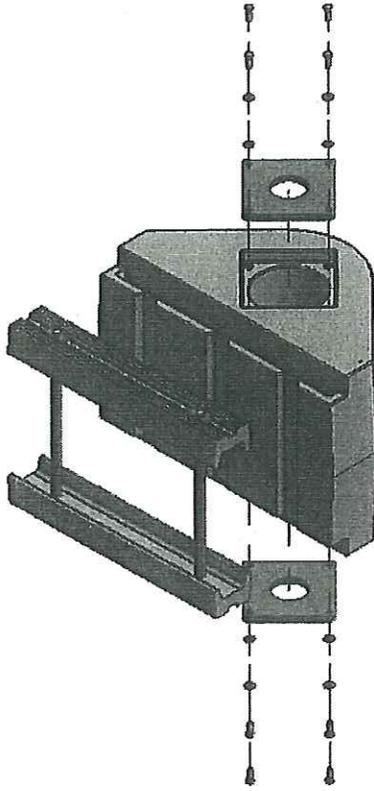
Venting:

All POLYDOCK sections have a hydrophobic vent plug to eliminate ballooning of the dock.

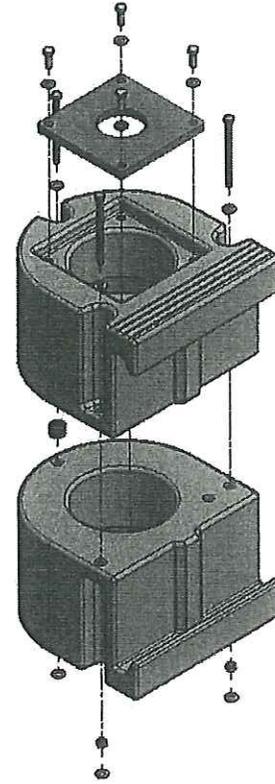
ENGINEERING SPECIFICATIONS

Anchoring Options:

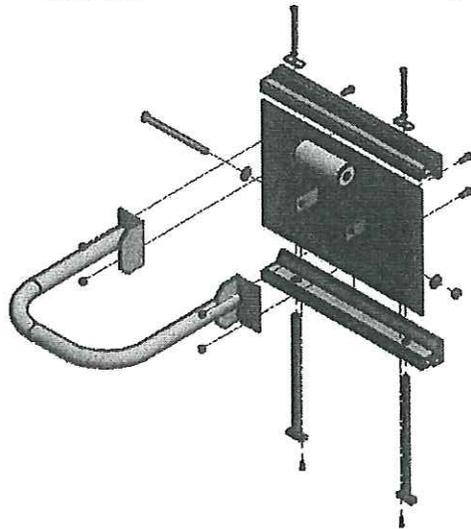
POLYDOCK has anchoring options for a variety of site specific applications.



1022952 – Pile Guide with Connector

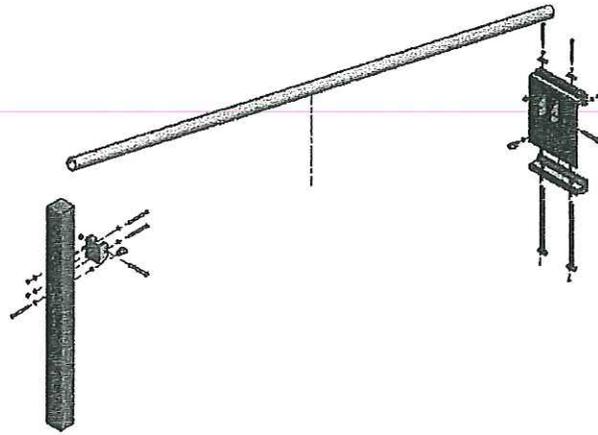


1022953 – Light Duty Pipe Bracket

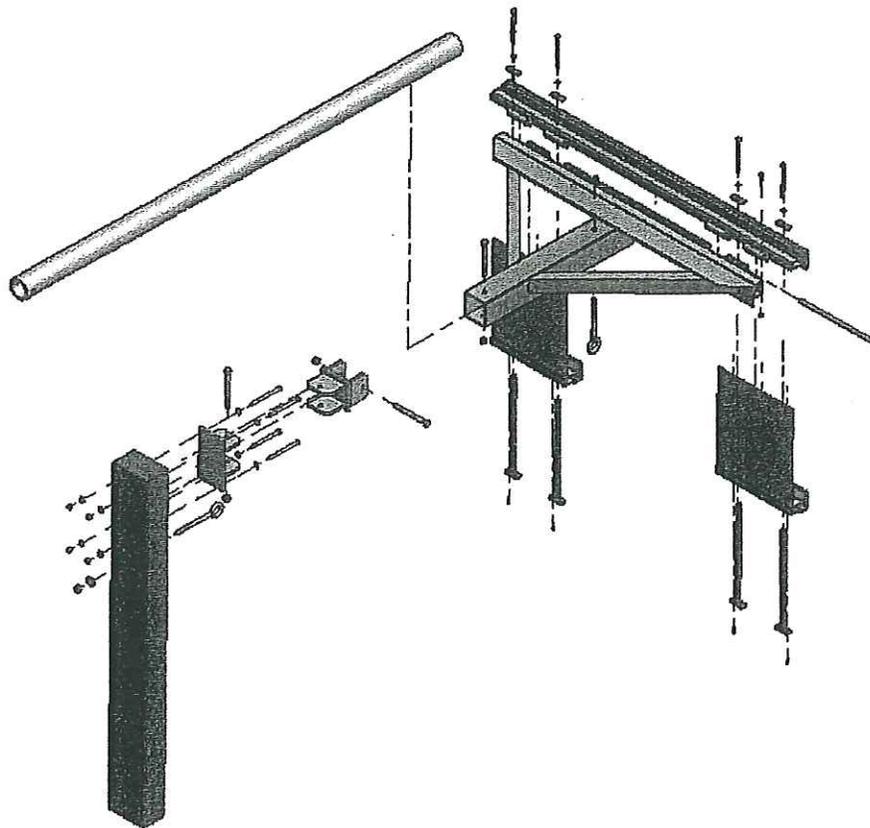


1006632 – 8" Pile Hoop, 1006633 – 10" Pile Hoop, 1006634 – 12" Pile Hoop

ENGINEERING SPECIFICATIONS

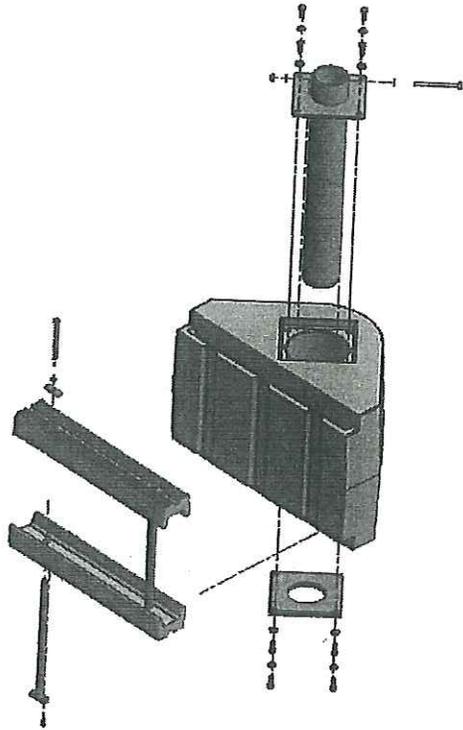


1006629 – Light Duty Stiff Arm

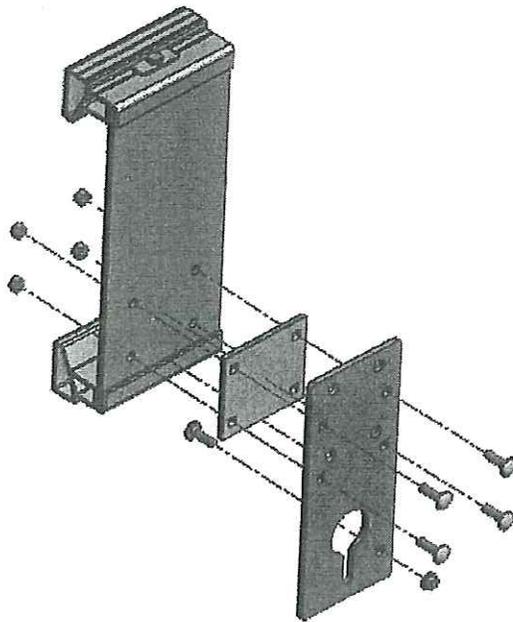


1006626 – Heavy Duty Stiff Arm

NEERING SPECIFICATIONS



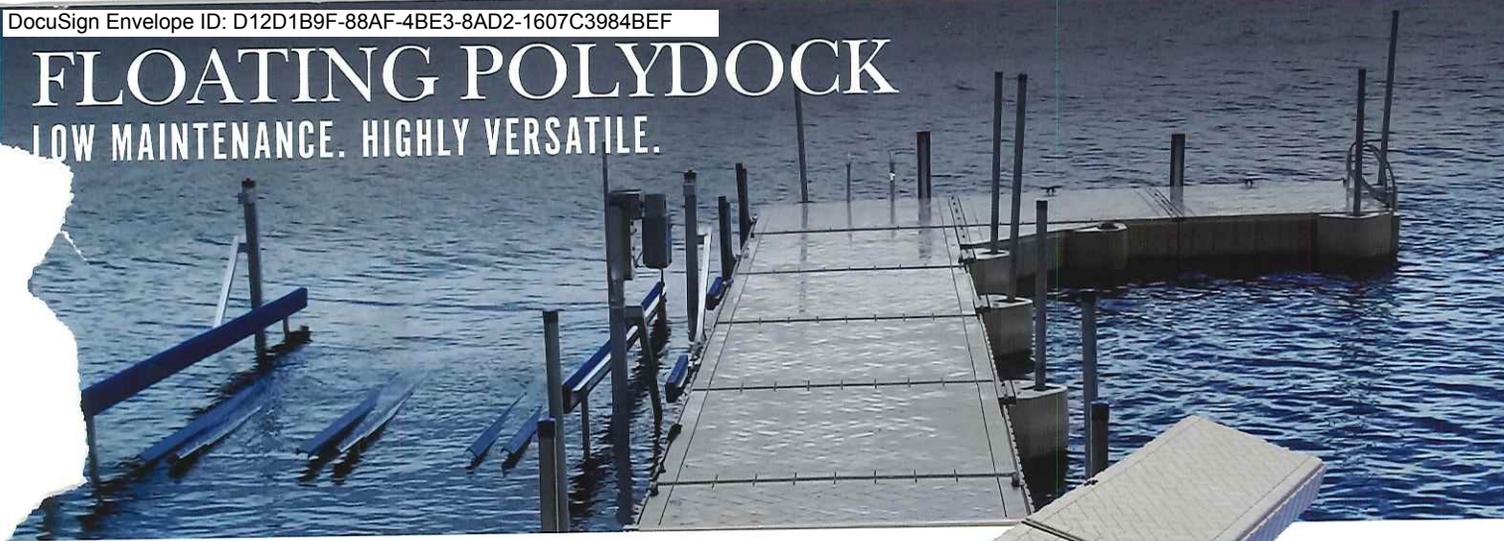
1006620 – Chain Guide Bracket



1006619 – Chain Anchor Plate Kit

FLOATING POLYDOCK

LOW MAINTENANCE. HIGHLY VERSATILE.



benefits

MODULAR DESIGN

The Floating PolyDock is highly customizable and has a modular design with unlimited versatility.

SUPERIOR STRENGTH

Polyethylene single cavity, hollow, non-foam filled float structure that consists of an integrated deck surface and flotation.

REMARKABLE STABILITY

The recessed areas on the bottom of each PolyDock section help to provide stability between the dock and the surface of the water.

SHORELINE SUPPORT

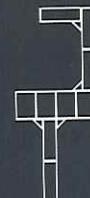
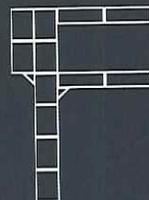
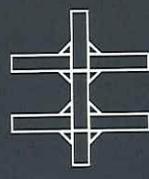
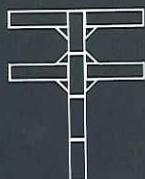
Offering a variety of anchoring options to suit just about any shoreline.

DECK SURFACE

The deck surface features a herringbone brick pattern. The spaces between each molded brick allow for water drainage from the deck surface.

ENDLESS CONFIGURATIONS

for virtually unlimited layouts or designs.

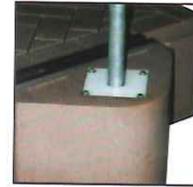
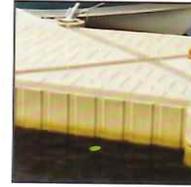
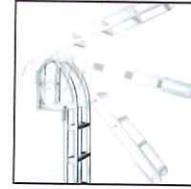


FLOATING POLYDOCK

DOCK AND ACCESSORIES

MODELS AND SPECIFICATIONS

FLOATING POLYDOCK		NET PRICE
46POLYDOCK	4' x 6' Floating PolyDock	\$859.00
310POLYDOCK	3' x 10' Floating PolyDock	\$999.00
POLYDOCK	4' x 10' Floating PolyDock	\$1,299.00
510POLYDOCK	5' x 10' Floating PolyDock	\$1,659.00
68POLYDOCK	6' x 8' Floating PolyDock	\$1,669.00
FLOATING POLYDOCK CORNER		
POLYCORNER	4' PolyDock Corner with Connectors	\$649.00
FLOATING POLYDOCK CONNECTORS AND BRACKETS		
3POLYCONN	3' PolyDock Connection	\$149.00
4POLYCONN	4' PolyDock Connection	\$229.00
5POLYCONN	5' PolyDock Connection	\$279.00
6POLYCONN	6' PolyDock Connection	\$319.00
8POLYCONN	8' PolyDock Double End Connector	\$459.00
10POLYCONN	10' PolyDock Connection	\$469.00
POLYPIPEBRA	PolyDock Pipe Bracket	\$249.00
SMALLPIPE	Light Duty Poly Pipe Bracket (TWO HALVES & BOLTS)	\$159.00
CHAINGUIDE	Chain Guide Bracket	\$379.00
8PILEHOOP	8" Pile Hoop for PolyDock	\$459.00
10PILE HOOP	10" Pile Hoop for PolyDock	\$469.00
12PILEHOOP	12" Pile Hoop for PolyDock	\$479.00
POLYLADCONN	Ladder Connection (DOES NOT INCLUDE LADDER)	\$149.00
POLYRAMPCONN	Ramp Connection (DOES NOT INCLUDE RAMP)	\$199.00
RAMPROLLER	Bolt On Roller Kit (TWO 6" ROLLERS TO ATTACH TO BOTTOM OF RAMP)	\$139.00
PDACCCN	6" Accessory Connection Plate	\$99.00
PD21CNP	21" Accessory Connection Plate	\$269.00
221GP	2" x 21' Galvanized Pipe (NO CUTTING)	\$219.00



options

INFINITY TRACK™ PIVOT LADDER

Crafted with alloy aluminum construction and available in 3, 4 and 5-step, the Infinity Track™ Pivot Ladder will enhance the use of your waterfront.

FLOATING POLYDOCK CORNER

Featuring added safety for kids and adults, it also adds stability to dock system.

PIPE BRACKET

Durable polyethylene pipe brackets keep your dock in place with changing water levels. It also adds stability.

capacity

SIZE	CAPACITY	WEIGHT
4' x 6'	1,200 lbs	160 lbs
3' x 10'	1,360 lbs	200 lbs
4' x 10'	2,000 lbs	265 lbs
5' x 10'	2,300 lbs	340 lbs
6' x 8'	2,150 lbs	330 lbs
Corner	460 lbs	70 lbs

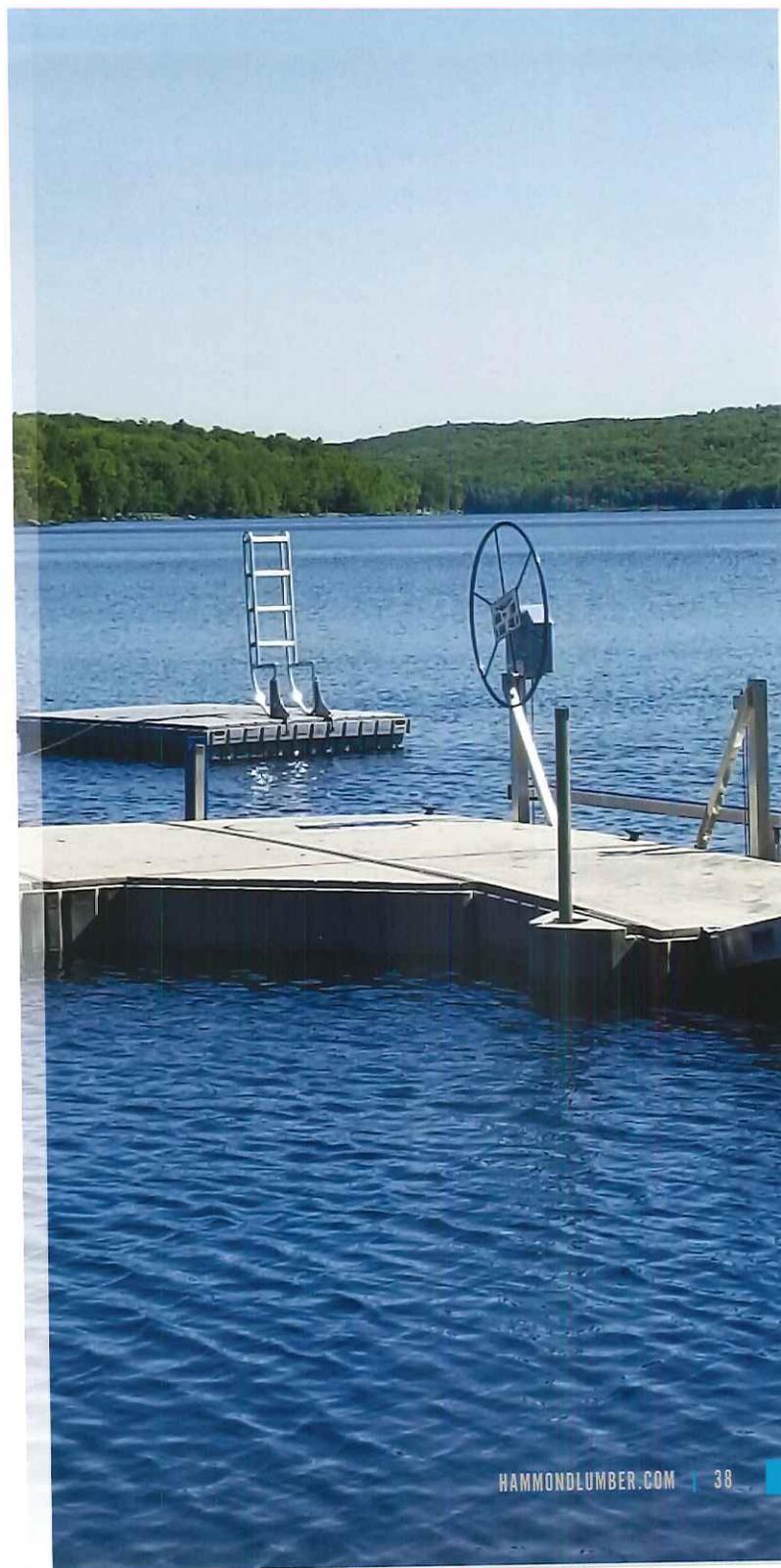
FLOATING POLYDOCK

DOCK ACCESSORIES

MODELS AND SPECIFICATIONS

FLOATING POLYDOCK ACCESSORIES		NET PRICE
QCFLAG	Infinity Track™ Flagpole Holder (REQUIRES ACCESSORY CONNECTOR #PDACCCN)	\$97.00
FLAGPOLE	20' Anodized Aluminum Flagpole (INCLUDES 3'X5' AMERICAN FLAG)	\$599.00
CHAINANCHOR	Chain Anchor Plate (REQUIRES ACCESSORY CONNECTOR #PDACCCN)	\$99.00
POLYWHEELCADDY	PolyDock Wheel Caddy (PAIR, TIRES SOLD SEPARATELY)	\$249.00
VDBPOLY	PolyDock Infinity Track™ Vertical Dock Bumper	\$229.00
8ARCPOLY	8" Poly Rope Cleat	\$36.00
DOCK LADDERS		
3LADQC	3 Step Infinity Track™ Ladder* (34" FROM TOP OF DOCK TO BOTTOM OF LADDER)	\$309.00
4LADQC	4 Step Infinity Track™ Ladder* (46" FROM TOP OF DOCK TO BOTTOM OF LADDER)	\$359.00
5LADQC	5 Step Infinity Track™ Ladder* (58" FROM TOP OF DOCK TO BOTTOM OF LADDER)	\$419.00

*REQUIRES LADDER CONNECTOR #POLYLADCONN.





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: <u>HAMMOND LUMBER Co.</u>		
Chief Executive - Name/Title: <u>Mike Hammond President/CEO</u>		
Tel: <u>(207) 495-3303</u>	Fax: <u>(207) 495-2304</u>	E-mail: <u>m</u>
Headquarters Street Address: <u>2 HAMMOND DR</u>		
Headquarters City/State/Zip: <u>BELGRADE, ME 04917</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Peter Parlin Sales</u>		
Tel: <u>(207) 495-1169</u>	Fax: <u>(207) 495-2304</u>	E-mail: <u>pparline@hammond-lumber.com</u>
Street Address: <u>2 Hammond Dr</u>		
City/State/Zip: <u>Belgrade Me 04917</u>		

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: <u>Michael Hamel</u>	Title: <u>President / CEO</u>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: <u>[Signature]</u>	Date: <u>3/21/20</u>

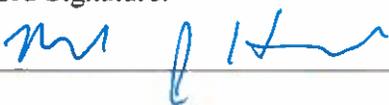
Debarment, Performance, and Non-Collusion Certification

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: <i>Michael Hamon</i>	Title: <i>President / CEO</i>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: <i>3/21/20</i>

Appendix D

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

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

**RFQ # 01A 200316-259
Master Agreement for Polydock Floating Dock Systems**

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 or No

Name of Company:

Address:

Signature:

Date:



Hammond Lumber - Belgrade

2 Hammond Drive
Belgrade, Maine 04917
(207) 495-3303 Fax: 207-495-2304

21 LOCATIONS ACROSS MAINE

Auburn • Bangor • Bar Harbor • Belfast • Belgrade • Blue Hill • Boothbay Harbor
Brunswick • Bucksport • Calais • Camden • Cherryfield • Damariscotta • Ellsworth
Fairfield • Farmington • Greenville • Machias • Portland • Rockland • Skowhegan

www.hammondlumber.com

TAKEN BY: RYAN MASSE BEL x144
CONTACT: RYAN MASSE BEL x144
QUOTE NUMBER: 814915
QUOTE NAME: LILY POLY OPT
SETUP DATE: 02/10/2020
START DATE: 08/28/2019

Estimate

Expiration Date: 03/31/2020

Prepared For: (53576)
STATE OF MAINE
PARKS & LANDS - PRC DIST MAINT
795 LILY BAY RD UNIT 813
BEAVER COVE, ME, 04441

Phone: (207) 941-4221

Cell:

Fax:

Email: patricia.macalister@maine.gov

ITEM	DESCRIPTION	QTY / UOM	PRICE / UOM	EXTENDED	OPTIONS
	SUPPLIMENTAL FLOAT CRADLE W/ FLOAT FOR USE WITH RESIDENTIAL GANGWAY	4 EA	529.00 EA	2,116.00 N	
SUPFLOATFRAME	SUPPLIMENTAL FLOAT CRADLE FRAME/4 LEGS/BOLT BAG 1015514	1 EA			
FLOAT0425	2'X4'X12" SHOREMASTER FLOAT DRUM - FOAM FILLED - 425 LB CAPACITY FLAT TOP 1006824 ___**PICK 1 VENT PLUG PER FLOAT DRUM**	4 EA			
	CUSTOMER MUST INSTALL BEFORE INSTALLATION IN WATER.				
	4X20 CEDAR GANGWAY W/ HANDRAIL	4 EA	3,659.00 EA	14,636.00 N	
420GANG	4X20 RESIDENTIAL GANGWAY FRAME W/HANDRAILS & BOLT BAG 1003961	4 EA			
24RCP	2X4 CEDAR DOCK PANEL ONLY 1018417	40 EA			
RS4QCBR	RS4 QC ACCESSORY BRACKET 1006706	24 EA	38.00 EA	912.00 N	
PDHPA	GANGWAY TO POLYDOCK HINGE 1006696	4 EA	357.00 EA	1,428.00 N	
	CONSISTS OF: 1 RS4 HINGE A #1003826 1 POLY HINGE B #1003834 1 HINGE PIN BOLT BAG #1004492				
RS4BSH	INFINITY RS4/GANGWAY 4' "B" SIDE HINGE ONLY 1003827	4 EA	114.00 EA	456.00 N	
AH2PDHBB	RS4/RS7/TS9 "A" HINGE TO POLYDOCK HINGE BOLT BAG ONLY 1004492	4 EA	129.00 EA	516.00 N	
68POLYDOCK	6'X 8' POLYDOCK-TAN HERRINGBONE BRICK PATTERN 1022947	24 EA	1,259.00 EA	30,216.00 N	
6POLYCONN	6' POLYDOCK CONNECTOR FOR POLYDOCK 69 1/4" 1004212 CONSISTS OF: 1 UPPER CONNECTOR WITH SMALL HOLES 1 LOWER CONNECTOR WITH LARGE HOLES 4 ROD/BOLT PACKS	25 EA	319.00 EA	7,975.00 N	
	4' POLYCORNER W/CONNECTORS 1022949	14 EA	649.00 EA	9,086.00 N	
	CONSISTS OF: 1- POLY CORNER # 1022995 1 PR- POLY CORNER CONNECTORS #1015931				
310POLYDOCK	3'X10' POLYDOCK - TAN HERRINGBONE BRICK PATTERN 1022945	16 EA	999.00 EA	15,984.00 N	
3POLYCONN	3' POLYDOCK CONNECTION FOR POLYDOCK 32 7/8" 1020827 CONSISTS OF: 1 UPPER CONNECTOR WITH SMALL HOLES 1 LOWER CONNECTOR WITH LARGE HOLES 3 ROD/BOLT PACKS	32 EA	149.00 EA	4,768.00 N	
8ARCPOLY	8" POLYDOCK ROPE CLEATS 1017221	50 EA	36.00 EA	1,800.00 N	
ALLOWN10	NAIL & MISC HARDWARE ALLOWANCE 2	2 EA	1,000.00 EA	2,000.00 N	

ITEM	DESCRIPTION	QTY / UOM	PRICE / UOM	EXTENDED	OPTIONS
ACCOMMODATION	ALLOWANCE FOR STABILIZING CROSS CABLES BETWEEN GANGWAYS SPECIAL DISCOUNT FROM HAMMOND LUMBER TO THE LILY BAY STATE PARK			-12,000.00N	
				Quote Total	\$79,893.00

Sales Tax Not Included