

MA 18P 18112700000000000065  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 01/01/19

**Expiration Date:** 12/31/22

**Master Agreement Description:** Lubricants, DEF, Antifreeze, Windshield Washer Fluid

**Buyer Information**

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

**Issuer Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

**Requestor Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

**Agreement Reporting Categories**

**Reason For Modification:** Extend with negotiated higher pricing. New prices effective Jan 1, 2022

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000100889

**Vendor Name**

DENNISON LUBRICANTS INC

**Alias/DBA**

**Vendor Address Information**

111 RHODE ISLAND ROAD

LAKEVILLE, MA 02347

US

**Vendor Contact Information**

GAYLE SANDS  
508-946-0500 ext. 15  
FINANCE@DENLUBE.COM

**Payment Discount Terms**

**Discount 1:** 0.0000%                   0     **Days**  
  0     **Days**  
  0     **Days**  
  0     **Days**

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** DENNISON LUBRICANTS INC

**Commodity Line #:** 1

**Commodity Code:** 40500

**Commodity Description:** ENGINE/TRANSMISSION/HYDRAULIC OILS, FLUIDS, GREASES, ETC. MA

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

**Commodity Extended Description:** ENGINE/TRANSMISSION/HYDRAULIC OILS, FLUIDS, GREASES, ETC. MA

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Dennison	0.0000     %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	01/01/19	12/31/22

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:  
*David Morris* 12/30/2021  
2A644AE5681F482...  
\_\_\_\_\_  
Signature Date

David Morris, Deputy Chief Procurement Officer

and

DENNISON LUBRICANTS INC

DocuSigned by:  
*Brian Dennison* 12/30/2021  
4230F23AE7BD442...  
\_\_\_\_\_  
Signature Date

Brian Dennison, Vice President

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 181127\*065

Tel. (207) 624-7340

## EXTENSION OF MASTER AGREEMENT CONTRACT

**Commodity Item:** Lubricants, DEF, Antifreeze, Windshield Washer Fluid

**Contractor:** DENNISON LUBRICANTS INC

**Mater Agreement Competitive Bid RFQ:** 18P 181025-137

**Contract Period Extended To:** 12/31/22

**Extended Contract Pricing:** Significant price increases in the petroleum commodities market has necessitated negotiating pricing adjustments. New pricing to begin January 1, 2022.

**Dollar value the vendor has recorded that State of Maine has spent on this contract over the past twelve months:** \$ 175,088.67

Agreement to extend Master Agreement 18P – 1811270000000000065 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:

*David Morris*

2A644AF5681F482...

David Morris, Deputy Chief Procurement Officer

Date 12/30/2021

and

DENNISON LUBRICANTS INC

DocuSigned by:

*Brian Dennison*

4230F23AE7BD442...

Brian Dennison, Vice President

Date 12/30/2021

**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 E from RFQ
<input type="checkbox"/>	Other – Included at Department’s Discretion
<input type="checkbox"/>	Other – Included at Department’s Discretion

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 181025-137**

**Commodity:** Lubricants, DEF, Antifreeze, Windshield Washer Fluid

**Master Agreement Competitive Bid RFQ:** 18P 18125-137

**Contract Period:** Through December 31, 2019. The State of Maine with vendor approval can opt to issue up to three (3) one (1) year extensions. ***Final Extension Period Through December 31, 2022***

**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:** Collen Trussel      **Tel:** 207-582-5700      **Email:** [colleent@denlub.com](mailto:colleent@denlub.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.

**Price Adjustments:** It is understood and agreed that the contract prices may be subject to any increases or decreases reflected in manufacturer’s prices. Any price changes to contract will NOT be allowed until the Chief Procurement Officer of The Division of Procurement Services has reviewed and accepted. Requested changes MUST be received at least 30 days prior to the effective date (along with proof from the manufacturer-of the change). The Chief Procurement Officer of The Division of Procurement Services reserves the right to accept or reject any and all pricing changes.

**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.

**Report of Purchases:** The vendor may be required to furnish the State Purchasing Director with a summary of total purchases made under the awarded 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. Below is a list of MaineDOT delivery points.

### MaineDOT Fleet Service Stocking Location Addresses

ALFRED	71 Stone Road	Alfred	ME	04002
ASHLAND	25 Masardis Road	Ashland	ME	04732
ATHENS	177 Harmony Road	Athens	ME	04912
AUBURN	250 Poland Spring Road	Auburn	ME	04210
AUGUSTA HEAVY EQUIPMENT	66 Industrial Drive	Augusta	ME	04333
AUGUSTA FABRICATION	66 Industrial Drive	Augusta	ME	04333
FUEL SERVICES	66 Industrial Drive	Augusta	ME	04333
SIGN SHOP	66 Industrial Drive	Augusta	ME	04333
AUGUSTA	CHILD STREET	Augusta	ME	04333
AUGUSTA	53 Bog Road	Augusta	ME	04330
AUGUSTA FLEET OFFICE	66 Industrial Drive	Augusta	ME	04330
Region 2 Fleet STKRM	45 Commerce Drive	Augusta	ME	04333
Traffic Mobile Service Truck	121 Leighton Road	Augusta	ME	04330
BAILEYVILLE	634 Us Route 1	Baileyville	ME	04694
BAILEYVILLE	636 Houlton Road	Baileyville	ME	04694
BANGOR	185 Hogan Road	Bangor	ME	04401
BANGOR	219 Hogan Rd	Bangor	ME	04401
BETHEL	821 Mayville Road	Bethel	ME	04217
BRIDGTON	720 Portland Road	Bridgton	ME	04009
CARIBOU	1 Evergreen Parkway	Caribou	ME	04736
CARIBOU	145 Bennett Drive	Caribou	ME	04736
CARMEL	1542 Fuller Road	Carmel	ME	04419
CHARLESTON	515 Dover Road	Charleston	ME	04422
DALLAS	256 Stratton Road	Dallas	ME	04970
DIXFIELD	547 Main Street	Dixfield	ME	04224
EDGECOMB	56 U.S. Route 1	Edgecomb	ME	04556
FAIRFIELD	10 Mountain Avenue	Fairfield	ME	04937
FAIRBANKS	647 Fairbanks Road	Farmington	ME	04330
FARMINGTON	647 Fairbanks Road	Farmington	ME	04938
FORT KENT	14 Mills Road	Fort Kent	ME	04743
FREEPORT	12 Desert Road	Freeport	ME	04032
FRYEBURG	191 Bridgton Road	Fryeburg	ME	04037
GORHAM	315 Libby Avenue	Gorham	ME	04038
GRAY	Route 100 Portland Road Box 28	Gray	ME	04039
GUILFORD	295 Water Street	Guilford	ME	04493
HANCOCK	327 Thorson Road	Hancock	ME	04640
HOULTON	159 Bangor Street	Houlton	ME	04730
JACKMAN	Box 64 Long Pond Road	Jackman	ME	04945
NORTH JAY	1230 Main Street	Jay	ME	04239
JONESBORO	615 US Route 1	Jonesboro	ME	04648
JONESBORO	615 US Route 1	Jonesboro	ME	04648
KINGFIELD	558 Carrabasset Road	Kingfield	ME	04947
KNOX	516 Belfast Road	Knox	ME	04986
MADAWASKA	14 Fournire Road	Madawaska	ME	04756
MEDWAY	185 Grindstone Road	Medway	ME	04460
MILO	27 DOT Road	Milo	ME	04463
NORTH AUGUSTA	53 Bog Road	North Augusta	ME	04330

NORTH BERWICK	30 Query Road	North Berwick	ME	03906
NORTHPORT	1116 Atlantic Highway	Northport	ME	04915
OAKFIELD	259 Oakfield/Smyrna rd	Oakfield	ME	04763
ORLAND	161 Gilpin Road	Orland	ME	04472
PEMBROKE	58 Old County Road	Pembroke	ME	04666
PLYMOUTH	2510 Moosehead Trail	Plymouth	ME	04969
Poland	1341 Maine Street Route 26	Poland	ME	04274
PORTLAND	470 Commercial St	Portland	ME	04101
PRESQUE ISLE	33 Spruce Street	Presque Isle	ME	04769
PRESQUE ISLE	41 Rice Str	Presque Isle	ME	04769
RICHMOND	31 Lancaster Road	Richmond	ME	04357
ROCKLAND	517A Maine Street	Rockland	ME	04841
SCARBOROUGH	61 PLeasant Hill Road	Scarborough	ME	04070
SCARBOROUGH	51 Pleasant Hill Rd	Scarborough	ME	04070
SCARBOROUGH	576 US Rt1	Scarborough	ME	04070
SKOWHEGAN	264 Canaan Road	Skowhegan	ME	04976
SKOWHEGAN	666 Waterville Road	Skowhegan	ME	04976
SOLOON	1719 River Road	Solon	ME	04979
SOUTH CHINA	268 Route 3	South China	ME	04358
SOUTH PARIS	251 Park Street	South Paris	ME	04271
SPRINGFIELD/WINN	620 Main Street	Springfield	ME	04487
STANDISH	48 Saco Road	Standish	ME	04084
TOPSHAM	Maintenance Drive	Topsham	ME	04086
TURNER	73 Fern Street	Turner	ME	04282
WALDOBORO	1510 Old Rt 1	Waldoboro	ME	04572
WASHINGTON	386 Rockland Road	Washington	ME	04574
ENFIELD	869 Main Road	West Enfield	ME	04493
W ENFIELD	869 Maine Road	West Enfield	ME	04493
WEST GARDINER	420 Lewiston Road	West Gardiner	ME	04345
WINN	Rt. 168 Box 59	Winn	ME	04495
WINTHROP	161 Metcalf Road	Winthrop	ME	04364
YARMOUTH	478 Portland Street	Yarmouth	ME	04096
YORK	810 US Route 1	York	ME	03909



**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>Dennison Lubricants</u>		
Chief Executive - Name/Title: <u>Brian Dennison Vice President</u>		
Tel: <u>508-946-0300</u>	Fax: <u>508-946-3400</u>	E-mail: <u>brian@denlube.com</u>
Headquarters Street Address: <u>111 Rhode Island Rd Lakeville MA 02347</u>		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Colleen Trussel</u>		
Tel: <u>207-582-5700</u>	Fax: <u>508-946-3400</u>	E-mail: <u>colcent@denlube.com</u>
Street Address: <u>131 Enterprise Avenue</u>		
City/State/Zip: <u>Cardiner ME 04343</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>Brian Dennison</u>	Title: <u>Vice president</u>
Authorized Signature: 	Date: <u>11-7-18</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>Brian Demison</i>	Title: <i>Vice president</i>
Authorized Signature: 	Date: <i>11-7-18</i>

**Appendix E**

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

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

**RFQ # 18P1810250000000000137**

**ENGINE/TRANSMISSION/HYDRAULIC OILS, FLUIDS, GREASES, ETC.**

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:**

Dchinson Lubricants

**Address:**

111 Rhode Island Rd Laheville MA 02347  
131 Enterprise Rd Gardiner ME 04345

**Signature:**



**Date:**

11-7-18