

MA 18P 2106080000000000131  
NEW

## State of Maine



### Master Agreement

**Effective Date:** 06/25/21

**Expiration Date:** 06/30/23

**Master Agreement Description:** Vehicles, Select Vans

#### Buyer Information

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

#### Issuer Information

Joey O'Neal 207-287-6524 ext. Joey.ONeal@maine.gov

#### Requestor Information

Joey O'Neal 207-287-6524 ext. Joey.ONeal@maine.gov

#### Agreement Reporting Categories

#### Authorized Departments

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VC1000008454

#### Vendor Name

BESSEY MOTOR SALES

#### Alias/DBA

#### Vendor Address Information

PO BOX H

SOUTH PARIS, ME 04281  
US

#### Vendor Contact Information

Joshua M Tracy



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

6/24/2021

6D6437754D.D0459

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

and

## BESSEY MOTOR SALES

**- DocuSigned by:**

Josh Tracy

6/24/2021

-7CB33F11D8D7447...

Signature

Date \_\_\_\_\_

Josh Tracy, Commercial Sales Manager

**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 210608-131**

**Commodity:** Vehicles, Select Vans

**Master Agreement Competitive Bid RFQ:** 18P 210322-196

**Contract Period:** Through June 30, 2023 or two model years. 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:** Josh Tracy    **Tel:** 207-743-6341 X-115    **Email:** [josh@besseymotorsales.com](mailto:josh@besseymotorsales.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.

**The State reserves the right to add other similar items or commodities to the MA if it’s in the State’s best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.**

The vendor will accept orders with additional options and adjust pricing based on current Chromes invoice pricing at the time of the delivery order being issued.

**Quantities:** It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract. Vehicle orders will be based on agency needs and resources available to purchase vehicles. Delivery orders will be issued against the resulting master agreements as vehicles are required until the end of the model year cutoff date as shown on your bid response.

**Using Departments:** The primary using departments of this Master Agreement is Central Fleet Management. Any State of Maine department or agency can utilize this Master Agreement.

**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**

- No factory installed equipment to be removed from vehicles.
- Must be California certified (if applicable to vehicles being bid)
- Wherever full size spare is requested, tire and rim must match the standard tires provided with the vehicle (if available OEM). Style wheels with OEM spare tire will be accepted

### **Radios**

Vehicles and/or equipment will have land mobile radio transmitters installed after delivery. Antennas may be mounted on the roof, trunk lid, fenders or glass. Transceivers will operate in the following bands 30 to 50 MHz, 150-162 MHz and 450-470 MHz. All vehicle electronic circuits including but not limited to ignition, clocks, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, air bags, plow and sander controls, alternators and regulators shall be designed or modified to suppress, bypass or otherwise prevent interference from affecting the mobile two-way radio transceiver. Also, the vehicle's electronic equipment shall be unaffected by the radio frequency energy generated and radiated by the transmitter portion of installed transceivers. No vehicle system and/or accessory shall operate and/or fail to operate as a result of the activation of the radio transmitter in any manner which may constitute a safety hazard. Either before or after final acceptance any vehicle or equipment which does not meet these requirements may be rejected in whole or returned for correction at no cost. Radio receiver sensitivity is 0.30 micro volts for 12db of SINAD. The radio transmitter power output will be 60 watts RMS into a 50 Ohm antenna mounted on the vehicle. Testing of radio performance will be done per Motorola communication specification "Measuring Effective Sensitivity" method. MaineDOT Radio Communication Maintenance group will perform the testing and acceptance.

### **Delivery of Vehicles**

- Vehicles should be delivered with minimum mileage coinciding with location of dealer and delivery point to the State. Any exceptions should be noted prior to delivery.
- Awarded vendors must contact State of Maine Motor Vehicle Division and complete all required Motor Vehicle forms in order for us to register vehicle(s). These forms need to be completed and submitted with the vehicle(s) upon delivery.
- All vehicles delivered must have a current valid Maine State Inspection Sticker issued in the month of delivery.
- Other delivery and title information will be supplied with orders to awarded vendors.

- Vehicles that have an airbag switch or are capable of installing an airbag switch without cutting into the airbag circuit.

### Vehicle Orders

Quantities ordered may vary from estimated quantities listed on specification sheets and not all awarded items may be ordered. Vehicle orders will be based on agency needs and resources available to purchase vehicles. Delivery orders will be issued against the resulting master agreements as vehicles are required until the end of the model year cutoff date as shown on your bid response.

Awarded vendors will accept orders with additional options and adjust pricing based on current Chromes invoice pricing at the time of the delivery order being issued.

### Delivery of Vehicles

- Vehicles should be delivered with minimum mileage coinciding with location of dealer and delivery point to the State. Any exceptions should be noted prior to delivery.
- Awarded vendors must contact State of Maine Motor Vehicle Division and complete all required Motor Vehicle forms in order for us to register vehicle(s). These forms need to be completed and submitted with the vehicle(s) upon delivery.
- All vehicles delivered must have a current valid Maine State Inspection Sticker issued in the month of delivery.
- Other delivery and title information will be supplied with orders to awarded vendors.

### Roadside Assistance

Is roadside assistance part of fleet warranty? ☒ YES ☐ NO

Is there an additional charge for roadside assistance warranty?

☐ YES ☒ NO If YES, Please state here: \_\_\_\_\_

To have your bid accepted, this section MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.

BIDDER: Bessy Motor Sales Inc. DATE: 4/26/2021

AUTHORIZED SIGNATURE:   
Responsible person submitting this bid

TEL: 743-6341 x115 FAX: 743-5347

Bidder (Vendor)		Contact Person		Contact's Telephone		Item #		23		
BESSEY MOTOR SALES		JOSH TRACY		207-743-6341 X115						
Estimated Quantity:		15		Class-Spec#:		321				
GENERAL DESCRIPTION		Mini Van, Extended Length, 7 Passenger, Front Wheel Drive, Four Door, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel, <b>Second &amp; Third row seats to stow in floor</b>								
Option Code	SPECIFICATIONS									
STD	AIR CONDITIONING									
STD	AUXILIARY POWER SOURCE									
STD	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING									
STD	BATTERY: Heavy duty, highest CCA and reserve time available					Provide CCA:		650		
STD	CARGO AREA: without seats, Minimum 104 cubic feet					Provide Cubic Feet:		140.5		
STD	CRUISE CONTROL: factory installed									
STD	DRIVE: Front Wheel									
STD	ENGINE:						Turbo-Yes or No:		NO	
							Provide Number of Cylinders:		6	
							Provide Number of Liters:		3.6	
STD	FLOOR: Carpeted									
STD	FLOOR MATS: Front and Rear, OEM									
STD	FUEL CAPACITY:					Provide Fuel Capacity:		19		
STD	GVWR: Minimum 5280 lbs.					Provide GVWR:		6,055		
STD	HEADLINER: Full									
STD	LIFT GATE: One Piece, with Glass									
STD	MIRRORS: Dual Outside power, Low Mount Swing Lock, 8"x 5",Inside Day/Night									
STD	POWER DOOR LOCKS and POWER WINDOWS									
STD	RADIO: AM/FM Stereo, factory installed									
STD	REAR WINDOW DEFROSTER: Electrical, factory installed									
STD	REAR WINDOW WASHER & WIPER									
STD	REMOTE KEYLESS ENTRY									
STD	SEATS, REAR: Cloth, all Second & Third row seats to stow in floor									
STD	SEATS: Driver and Forward Passenger Seats to be Cloth Bucket Seats									
STD	SLIDING DOORS: Right and Left Side									
STD	SUSPENSION: Four Wheel Heavy Duty, Front Stabilizer Bar									
STD	TILT STEERING WHEEL									
STD	TIRES:					Provide Tire Size and Load Range:		235/65/17		
STD	TIRE, SPARE:		Full Size Yes or No?		NO	Other (please describe:		INFLATABLE		
STD	TRANSMISSION: Automatic					Provide Number of Transmission Speeds:		9		
STD	WHEEL BASE:					Provide Wheelbase:		121.6"		
STD	WINDOWS FOR 360 DEGREE VISIBILITY									
Vehicle Description and Pricing										
Year		Make		Model			Unit Cost			
2022		CHRYSLER		VOYAGER LX			\$31,925.00			
Standard Colors Available at No Additional Charge				Colors Available for an Additional Charge						
ALL FACTORY COLORS				Color		Additional Charge		Unit Cost By Color		
				N/A		\$0.00		\$0.00		
				N/A		\$0.00		\$0.00		
				N/A		\$0.00		\$0.00		
				N/A		\$0.00		\$0.00		
SPARE TIRE IS AN INFLATABLE SPARE TIRE KIT PROVIDED BY MANUFACTURER.										



Bidder (Vendor)		Contact Person	Contact's Telephone	Item #	29
BESSEY MOTOR SALES		JOSH TRACY	207-743-6341 X115		
Estimated Quantity:		1	Class-Spec#:	352-MR	
GENERAL DESCRIPTION		Full Size Van, Cargo, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering, Reverse Sensing/Parking System, Power Heated Mirrors, Remote Keyless Entry			
Option Code	SPECIFICATIONS				
STD	AIR CONDITIONING & HEATER				
STD	AUXILIARY POWER SOURCE				
STD	AXLE: Standard Axle Ratio with Traction Lock or Traction Control				
STD	BACK-UP CAMERA & REVERSE SENSING SYSTEM/REAR PARKING SYSTEM				
STD	BATTERY: Heavy duty, highest CCA and reserve time available			Provide CCA:	100
STD	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
STD	CARGO CAPACITY WITH FRONT SEATS IN: Minimum 315 Cubic Feet			Provide Cubic Feet:	353
STD	CARGO PARTITION OEM: With Window				
STD	CARGO INSIDE HEIGHT: Minimum of 70"			Provide Height:	76"
STD	CRUISE CONTROL: Factory Installed				
STD	DOORS, REAR: Swing-Out with Fixed Windows & Defroster				
STD	DOORS, SIDE: 2 Swing-out Hinged Side Doors with Windows				
STD	ENGINE BLOCK HEATER: Factory Installed				
STD	ENGINE COOLER: Heavy Duty, Factory Installed				
STD	ENGINE: Gasoline	Turbo-Yes or No:		NO	
		Provide Number of Cylinders:		6	
		Provide Number of Liters:		3.6	
STD	FLOOR: Rubber Mat Throughout, Factory Installed				
STD	FUEL CAPACITY:			Provide Fuel Capacity:	24
STD	GVWR: Minimum 8,900 lbs.	Provide GVWR:		8,900	
		Provide COMBINED GVWR:		12,000	
STD	LIGHTS: Dome-Front and Rear, Factory Installed				
STD	POWER DOOR LOCKS and POWER WINDOWS				
STD	PAYLOAD Minimum of 4,000 lbs.				
STD	MIRRORS: Power Heated				
STD	RADIO: AM/FM, with Clock, Factory Installed				
STD	REAR WINDOW DEFROSTER				
STD	REMOTE KEYLESS ENTRY				
STD	SEATS: Vinyl with Driver 6 way adjustable with Lumbar				
STD	STEERING: Power with Tilt or Telescoping Wheel				
STD	TIRE, SPARE: Full Size on Matching Rim, Mounted Inside or Under Rear of Vehicle				
STD	TIRES: Minimum LT, Load Range E, All Season, BSW		Provide Size and Load Range:	225/75/16E	
STD	TRANSMISSION: Automatic			Provide Number of Transmission Speeds:	6
STD	TRANSMISSION COOLER: Heavy Duty, Factory Installed				
STD	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness				
STD	WHEEL BASE: 129" - 148"			Provide Wheel Base:	136"
Vehicle Description and Pricing					
Year	Make	Model		Unit Cost	
2022	RAM	PROMASTER 2500 HIGH ROOF 136"WB		\$38,221.00	
Standard Colors Available at No Additional Charge		Colors Available for an Additional Charge			
ALL FACTORY COLORS		Color	Additional Charge	Unit Cost By Color	
		N/A	\$0.00	\$0.00	
		N/A	\$0.00	\$0.00	
		N/A	\$0.00	\$0.00	
		N/A	\$0.00	\$0.00	

**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**

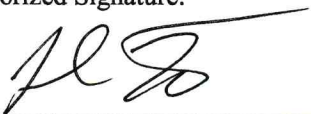
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: <u>Bessey Motor Sales Inc.</u>		
Chief Executive - Name/Title: <u>John Emerson</u>		
Tel: <u>743-6341</u>	Fax: <u>743-5347</u>	E-mail: <u>john@besseymotorsales.com</u>
Headquarters Street Address: <u>209 Main St.</u>		
Headquarters City/State/Zip: <u>South Paris, ME 04281</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Josh Tracy Commercial Sales Manager.</u>		
Tel: <u>743-6341 x115</u>	Fax: <u>743-5347</u>	E-mail: <u>josh@besseymotorsales.com</u>
Street Address: <u>209 Main St.</u>		
City/State/Zip: <u>South Paris, ME 04281</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>Josh Tracy</u>	Title: <u>Commercial Sales Manager</u>
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature: 	Date: <u>4/26/2021</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: <u>Josh Tracy</u>	Title: <u>Commercial Sales Manager</u>
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature: 	Date: <u>4/26/2021</u>

**Appendix D**

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

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

**RFQ # 18P 210322-196  
2021-2022 Model Year Vehicles for Master Agreements**

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.

**Orders from Municipality, Political Subdivisions and School Districts (Appendix D):** If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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

X Yes

\_\_\_\_\_ Yes, with conditions as follows:

\_\_\_\_\_ No

**Name of Company:**

Bessey Motor Sales Inc.

**Address:**

209 Main St, South Paris, ME 04281

**Signature:**



**Date:**

4/26/2021

**Appendix E**



SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
23C	BESSEY MOTOR SALES	321	Voyager LX	Bright White, Brilliant Black, Granite Crystal, Ocean Blue, Velvet Red	EA	\$31,925.00	120
29A	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB	Black, Bright White, Broom Yellow, Flame Red, Low Volume School Bus Yellow	EA	\$38,221.00	120
29B	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB	Deep Cherry Red, Patriot Blue, Sandstone Pearl	EA	\$38,311.00	120
29C	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB	Bright Silver, Granite Crystal	EA	\$38,401.00	120
29D	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB, Driver's Suspen Seat	Black, Bright White, Broom Yellow, Flame Red, Low Volume School Bus Yellow	EA	\$38,531.00	120
29E	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB, Driver's Suspen Seat	Deep Cherry Red, Patriot Blue, Sandstone Pearl	EA	\$38,621.00	120
29F	BESSEY MOTOR SALES	352-MR	PROMASTER 2500 CITY High Roof 136" WB, Driver's Suspen Seat	Bright Silver, Granite Crystal	EA	\$38,711.00	120