

MA 18P 2004140000000000126
MODIFICATION

State of Maine



Master Agreement

Effective Date: 05/06/20

Expiration Date: 04/30/23

Master Agreement Description: Riding Mowers - Zero Turn

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Reason For Modification: Utilize final one-year extension

Authorized Departments

17D MOTOR TRANSPORT
ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000021933

Vendor Name

All Seasons Power Equipment Inc

Alias/DBA

Vendor Address Information

633 Roosevelt Trail

Windham, ME 04062
US

Vendor Contact Information

Joe Payton
207-894-2298 ext.
info@allseasonsme.com

Commodity Information

Vendor Line #: 1
Vendor Name: All Seasons Power Equipment Inc
Commodity Line #: 1
Commodity Code: 51556
Commodity Description: Zero Turn Riding Mowers Delivered FOB Destination to Augusta
Commodity Specifications:
Commodity Extended Description: Zero Turn Riding Mowers Delivered FOB Destination to all State of Maine owned or leased facilities.

| | | |
|------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |
| Delivery Days | Free On Board | |
| 21 | | |
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | | |
| Catalog Name | Discount | |
| Zero Turn Mower 325D | 0.0000 % | |
| | Discount Start Date | Discount End Date |
| | 05/06/20 | 04/30/23 |

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:
 4/28/2022
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

All Seasons Power Equipment Inc

DocuSigned by:
 4/29/2022
259A471243124C0...

Signature Date

Joseph Payton, Manager

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 200414*126

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Riding Mower – Zero Turn

Contractor: All Seasons Power Equipment Inc

Mater Agreement Competitive Bid RFQ: 17D 200224-243

Contract Period Extended To: April 30, 2023

Extended Contract Pricing: Extend with a higher price due to an increase from manufacture. Increase approved by primary using department DOT.

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

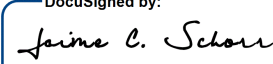
Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 200414*126 through April 30, 2022 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 29000.00

Agreement to extend Master Agreement 18P – 20041400000000000126 authorized by:

State of Maine – Department of Administrative and Financial Services


DocuSigned by:

6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

Date 4/28/2022

and

All Seasons Power Equipment INC

DocuSigned by:

259A471243124C0...

Joseph Payton, Manager

Date 4/29/2022

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"/> | Appendix E and F from RFQ 17D 200224-243 |
| <input type="checkbox"/> | |

RIDER A
Scope of Work and/or Specifications
MA 200414-126

Commodity: Riding Mowers - Zero Turn

Master Agreement Competitive Bid RFQ: 17D 200224-243

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. ***Final extension through April 30, 2023***

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: Joseph Payton **Tel:** 207-894-2298 **Email:** info@allseasonsme.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.

Using Departments/Agencies: MaineDOT is the requesting department however all State of Maine Agencies will be permitted to use the resulting Master Agreement Contract.

Delivery Location: All units ordered by the MaineDOT will be delivered to Augusta Maine. Exact address will be provided to the selected bidder. Orders from other State of Maine Agencies may require delivery be made statewide.

Quantities: MaineDOT expects to purchase three (3) units during the first year of the Master Agreement, actual purchases will depend on funding. Usage in future years and by other State of Maine Agencies is unknown. 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.

Conformity: All parts not specified shall be manufacturer’s best quality and shall conform in materials, design, or workmanship to the best practice known in the Zero Turn Riding Mower industry. All parts shall be new and in no case, will used, reconditioned or obsolete parts be accepted.



Grasshopper QuikQuote

#10986N00125

Quoted by

All Seasons Power Equipment

633 Roosevelt Trl

Windham, ME 04602

P: (207) 894-2298

Joe Payton

Manager / Sales

E: Allseasonspe1@gmail.com

P: 2078942298 C: 2074945400

Quoted for

State Of Maine - Maine DOT Fleet Services

66 Industrial Dr

Augusta, ME 04330



Model 325D with 61" 4X Rear Discharge Deck

Quoted: Apr 19, 2022

Power Unit & Deck

| | List | Bid |
|--|-------------|-------------|
| Model 325D (534157) 898cc MaxTorque™ Diesel Engine; "no-gears" hydraulic pump-and-wheel-motor transmission; heavy-duty extra-deep 61" cutting deck; luxury seat and shock-absorbing footrest | \$18,060.00 | \$14,295.45 |
| 61" 4X Rear Discharge Deck – In lieu of standard 61" deck for 325D / 329-61. (534348) | \$350.00 | \$277.04 |

List Total: **\$19,960.75**

Bid Price: **\$15,800.00**

Grand Total: **\$15,800.00**

Wholegoods

| | List | Bid |
|---|----------|----------|
| 533580 – Premier Suspension Seat | \$810.00 | \$641.16 |
| 503705 – QuikAjust™ Tilt Lever Kit | \$115.00 | \$91.03 |
| 533507 – Tweels Caster Tires - 13 x 6.5-6 - Set of 2 (in lieu) | \$265.00 | \$209.76 |
| 533551 – Foldable ROPS w/ Seatbelt | \$165.00 | \$130.61 |

Parts (1X–4X, KU, 6X–9X)

| | List | Bid |
|---|----------|----------|
| 604025 –High Temp / Low Oil Signal Kit | \$164.00 | \$129.81 |
| 603326 –Filter Minder | \$31.75 | \$25.13 |

Zero Turn Riding Mower

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

The following abbreviations must be used:

| | |
|-----|--------------------------|
| X | Standard or as specified |
| N/A | Not Available |
| DI | Dealer Installed |
| AE | Approved Equal |

| | 1.0 ENGINE | Abbreviation | Actual Dimension | Notes |
|-----|---|--------------|------------------|-------|
| 1.1 | Engine shall be a minimum of 25 horse power. | X | | |
| 1.2 | Engine shall be a minimum of three (3) cylinders. | X | | |
| 1.3 | Engine shall be diesel fueled. | X | | |
| 1.4 | Engine shall be liquid cooled. | X | | |
| 1.5 | Engine shall have a spin-on oil filter. | X | | |
| 1.6 | Engine shall have a dual stage air filter. | X | | |

| | | | | |
|-------------------------|--|---------------------|-------------------------|-----------------------|
| 1.7 | Engine shall be electric start. | X | | |
| 1.8 | Engine shall have a minimum of 12-volt CCA. | X | | 12V-40A |
| 1.9 | Engine shall have an hour meter. | X | | |
| 2.0 RUNNING GEAR | | Abbreviation | Actual Dimension | Notes |
| 2.1 | Rear drive tires shall be a minimum of 24" x 12". | X | | |
| 2.2 | Front tires shall be semi-pneumatic (flat free) 15" x 6.0" x 6" diameter. | X | 13x6.5-6" | Tweel Airless No Flat |
| 2.3 | Mower shall have dual hydraulic pumps of Hydro-Gear 12 cc/rev design with a system check valve or equivalent. | X | 16 cc/Rev | |
| 2.4 | Mower shall have dual rear drive motors, of Parker 14.5 cir design with 1¼" tapered shaft or equivalent minimum. | X | | |
| 2.5 | Forward ground speed shall be a maximum of 18 mph. | X | 10.5 mph | |
| 2.6 | Reverse ground speed shall be a maximum of 7 mph. | X | 6 mph | |
| 2.7 | Fuel tank shall be a minimum of 11 US gallons. | X | 12 | |
| 3.0 MOWING DECK | | Abbreviation | Actual Dimension | Notes |
| 3.1 | Mowing deck shall be fabricated from 7 gauge steel minimum. | X | | |
| 3.2 | Mowing deck shall have rear discharge. | X | | |
| 3.3 | Mowing deck shall have a minimum depth of 5½". | X | | |
| 3.4 | Mowing deck shall come with an adjustable discharge baffle. | X | | |

| | | | | |
|------------------------------|--|---------------------|-------------------------|--------------|
| 3.5 | Spindle housings shall be made of cast iron (or approved equal). | X | | |
| 3.6 | Spindle shaft and bearings shall be 1" shaft/tapered roller. | X | | |
| 3.7 | Mower blades shall be 1/4" heat treated steel. | X | | |
| 3.8 | Mower blade speed shall be a minimum of 1,800 ft./min. | X | | |
| 3.9 | Mower shall have a rubber discharge chute. | X | | |
| 3.10 | Mower shall have an adjustable cutting height from 1 1/2" to 5". | X | | |
| 3.11 | Mower deck shall have anti-scalp rollers. | X | | |
| 3.12 | Carrier frame shall be made from a minimum of 2" x 2" x 3/16" steel. | X | | |
| 3.13 | Mower shall have a minimum cutting width of 60". | X | 61 | |
| | | | | |
| 4.0 OPERATOR CONTROLS | | Abbreviation | Actual Dimension | Notes |
| 4.1 | Steering control grips shall be vibration dampened and adjustable. | X | | |
| 4.2 | Seat shall be of deluxe design. | X | | |
| 4.3 | Machine shall come with retractable seat belts. | X | | |
| 4.4 | Seat shall come with arm rests. | X | | |
| 4.5 | Machine shall come with a fold-down ROPS that is ANSI and OSHA approved and certified. | X | | |
| | | | | |
| 5.0 WARRANTY | | Abbreviation | Actual Dimension | Notes |

| | | | | |
|---|--|---------------------|-------------------------|-------------------------------|
| 5.1 | Manufacturer's standard warranty shall apply. | X | | |
| 5.2 | Terms and conditions of warranty must be provided with bid proposal. | X | | |
| 5.3 | Manufacturer's warranty shall start with the in-service date. | X | | Defind as date of acceptance. |
| 6.0 GENERAL | | Abbreviation | Actual Dimension | Notes |
| 6.1 | Two (2) complete parts manuals shall be supplied (CD's are acceptable). | DI | | |
| 6.2 | Two (2) complete service manuals shall be supplied (CD's are acceptable). | DI | | |
| 6.3 | Two (2) operator's manuals shall be supplied (CD's are acceptable). | DI + X | | |
| 6.4 | Bidders shall supply a specification sheet with their bid proposals. | DI | | |
| 6.5 | Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such, it shall be considered that the vendor shall comply with all specifications as listed. | X | | |
| 6.6 | These specifications are a minimum and bids will be evaluated on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate. | X | | |
| 6.7 | All bid proposals shall include shipping and delivery to: MaineDOT Fleet Services, 66 Industrial Drive, Augusta, ME 04330. | X | | |
| 7.0 PRICING OPTIONS (must be included with bid proposal) | | | Price | Notes |
| 7.1 | OPTION 1: Price Quote for the same Heavy-Duty Machine with an LP Gas Fueled Engine | \$ | N/A | |

| | | | |
|-----|--|------------------------------|--------------------------------|
| 7.2 | OPTION 2: Price Quote for the same Heavy-Duty Machine with a Gas Fueled Engine | \$ 13112 13981.76 | 29 HP Gas 3Cyl Kubota Motor |
|-----|--|------------------------------|--------------------------------|

MODEL - CUTTING WIDTH

325D 325D 325D 329 329 329
52" 61" 72" 52" 61" 72"

ENGINE

Type/Displacement/Cylinders

Kubota MaxTorque™ / 54.8 cu. in. (898 cc) / 3-cyl.

Kubota MaxTorque™ / 58.7 cu. in. (962 cc) / 3-cyl.

Crankshaft/Cooling System

Horizontal / Liquid

Fuel/Capacity

Diesel - No. 2 / 12 U.S. Gal. (45.4 l)

Gasoline - unleaded / 12 U.S. Gal. (45.4 l)

Air Cleaner

Heavy-duty, remote-mounted engine air cleaner with replaceable element

DECKS

Construction (Robotic-welded steel)

Double-layered, 10-gauge plus 7-gauge formed-steel laminate spindle plane 0.313 in. (7.95 mm) thick - more than 25% thicker than 0.25 in. (6.35 mm) - with 7-gauge skirts for geometric strength. Spindle plane is 0.9 in. (22.86 mm) thick in stress zones. Anvil-edge design with 0.5 in. (12.7 mm) reinforcement on front edge of deck.

DuraMax® deck

Blades (MARBAIN®, 1/4-in.)

(3) 18 in. (45.7 cm) - high-lift blades standard

(3) 21 in. (53.3 cm) - high-lift blades standard

(3) 25 in. (63.5 cm) - high-lift blades standard

Sentry™ Spindle Assemblies

Sentry™ Spindle System, 2.5 cm (approx. 1 in.) O.D. shaft. Double bearings, greasable from top of deck. Spindle head designed to eliminate fiber wrap. Spindle cones shield housing and lower bearings from fiber wrap and dirt ingestion.

Spindle Housing - 8-in. (20.3 cm)-diameter with 6-bolt pattern

Machined aluminum

Cast iron

QuikAjust™ DropPin™ Height Adjustment

Foot-controlled height adjustment pedal with pin

Cutting Height Range

1.0 - 5.0 in. (2.5 - 12.7 cm)

Blade Drive

Belt drive with single Kevlar® V-belt and idler arm tensioning

STARTER & ELECTRICAL SYSTEM

Maintenance-Free Battery/Charging Capacity/Starter

12 volt/40 amp/solenoid shift

Ignition

Breakerless

Diesel quick heat glow plug

Interlock System

Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.

ULTIMATE OPERATOR STATION™

Premium Comfort Seat

Iso-mounted, high-back, deep-cushioned, foam-padded, Cordura®-covered, padded arms/backrest with lumbar support, coil-spring suspension and embroidered Grasshopper logo on seat back.

Premier Suspension Seat

Operator Protection

ROPS with seat belt

Suspension

InFrame™ suspension with iso-mounted seat and footrest

MODEL - CUTTING WIDTH

325D 325D 325D 329 329 329
52" 61" 72" 52" 61" 72"

Console-Mounted Instruments

Low engine oil pressure, combination electronic fuel gauge/hour meter, alternator, temperature and parking brake warning lights, engine temperature and volt gauges, ignition and push/pull PTO switches.

Choke integrated with throttle lever

Glow plug

Work Lights (Pre-wired)

LED

TRANSMISSION & STEERING

Type

Design-matched G² hydrostatic system with auxiliary cooling fans, HydroGear variable displacement 16 cc piston-type pumps and high-torque Parker wheel motors.

Filtration/Hydro Fluid

7 micron absolute, spin-on / Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000-hour change intervals.

Speed

0 - 10 mph (0 - 16.1 kph) forward

0 - 10.5 mph (0 - 16.9 kph) forward

0 - 6.0 mph (0 - 9.7 kph) reverse

Turning Radius

True zero degree, turns within own length with counter-rotating, independently powered drive wheels.

Steering

One- or two-handed operation with adjustable Hydra-Smooth™ dual levers that automatically return to neutral from either forward or reverse position.

Brakes

Dynamic braking through hydrostatic transmission. Disc parking brakes, one for each drive wheel.

Disc brakes

Clutch

Heavy-duty electric MagStop blade clutch/brake

Temperature Sentry/high temperature clutch cut-out

POWER UNIT TIRE SIZES

Drive Wheels (4-ply rated): 23x10.50x12 turf

Drive Wheels (4-ply rated): 24x12.00x12 turf

Drive Wheels (4-ply rated): 24x12.00x12 bar tread

Front Casters: 13x6.50x6; rib tread, pneumatic with greasable, double-sealed bearings to protect from grass wrap.

POWER UNIT DIMENSIONS WITH DURAMAX® DECKS

Mulch & 4XRD Width/Length: 53.5 in. (135.9 cm) / 82.5 in. (209.6 cm)

Mulch & 4XRD Width/Length: 62.5 in. (158.8 cm) / 84.0 in. (213.4 cm)

Mulch & 4XRD Width/Length: 73.5 in. (186.7 cm) / 87.5 in. (222.3 cm)

*Add 1.5 in. (3.8 cm) to width for side discharge with deflector raised.

Add 12.0 in. (30.5 cm) to width for side discharge with deflector down.

Height (seat back/seat cushion): 47.0 in. (119.4 cm) / 31.5 in. (80.0 cm)

Height (ROPS): 69.5 in. (176.5 cm)

Height (ROPS): 70.0 in. (177.8 cm)

WEIGHT

Uncrated** : 1310 lbs. (594.2 kg)

Uncrated** : 1360 lbs. (616.9 kg)

Uncrated** : 1450 lbs. (657.7 kg)

**Mulching package kit weights with high-low mulching blades.

52-in. - 29 lbs. (13.2 kg); 61-in. - 36 lbs. (16.3 kg); 72-in. - 44 lbs. (20.0 kg)

• Standard ○ Option

For a complete list of trademarks/registered trademarks, visit grasshoppermower.com/legal.

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The Grasshopper Company • 105 Old U.S. Highway 81
P.O. Box 637 • Moundridge, KS • 67107 U.S.A.
T: 620-345-8621 • grasshoppermower.com



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

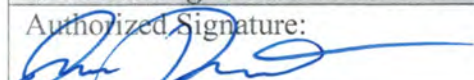
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

| | | |
|--|-----------------|--------------------------------------|
| Bidder's Organization Name: <u>All Seasons Power Equipment</u> | | |
| Chief Executive - Name/Title: <u>Anthony Paine / Owner</u> | | |
| Tel: <u>207-599-4425</u> | Fax: <u>N/A</u> | E-mail: <u>rcids.vlc@gmail.com</u> |
| Headquarters Street Address: <u>633 Main St 633 Roosevelt Trail</u> | | |
| Headquarters City/State/Zip: <u>Windham, ME 04062</u> | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: <u>Joseph Payton / Manager</u> | | |
| Tel: <u>207-894-2298</u> | Fax: <u>N/A</u> | E-mail: <u>info@allseasonsmc.com</u> |
| Street Address: <u>633 Roosevelt Trail</u> | | |
| City/State/Zip: <u>Windham, ME 04062</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>Joseph Payton</u> | Title: <u>Manager</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:  | Date: <u>3/13/2020</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>Joseph Payton</i> | Title: <i>Manager</i> |
| 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:  | Date: <i>3/13/2020</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 # 17D 200224-243
Zero Turn Riding Mower

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: *Shipping May Vary based on location*

No

Name of Company: **All Seasons Power Eq**
633 Roosevelt Trail
Windham, ME 04062

Address:

Signature: 

Date: *3/13/20*

Appendix E

RFQ # 17D 200224-243 Zero Turn Riding Mower

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

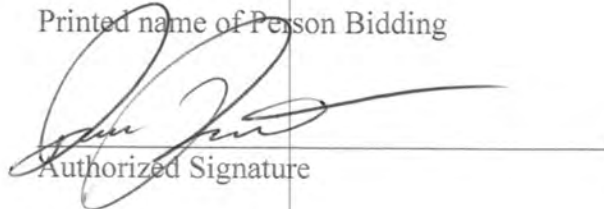
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

Dated

3/13/20

Printed name of Person Bidding



Authorized Signature

Title *Manager*

2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

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

1. EQUIPMENT: Grasshopper Zero Turn Mower

2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

Submit in writing: Description, Suspected Cause, Repairs Performed, List of parts used, Photos of failed parts. Retain Parts for 90 Days.

3. EQUIPMENT INFORMATION:

YEAR: 2020 EQUIPMENT MAKE: Grasshopper

EQUIPMENT MODEL: 325D

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

Attached

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

Attached

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

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 633 Roosevelt Trail, Windham, ME 04062

ADDRESS 2: 688 Main St, Oxford, ME 04270

ADDRESS 3: 9 Green St, Skowhegan, ME 04976

ADDRESS 4: 4788 Bennoch Rd, Lagrange, ME 04453

ADDRESS 5:

CONTACT NAME: Joe Payton TELEPHONE: 207-894-2298

EQUIPMENT PARTS PROVIDER: All Seasons Power Equipment

ADDRESS: 633 Roosevelt Trail, Windham, ME 04062

CONTACT NAME: Joe Payton TELEPHONE: 207-894-2298

Attach written explanation describing the locations of the facilities, the contact name and number at each