

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

This MASTER AGREEMENT, resulting from RFP# 202211184, is by and between the State of Maine, Department of Transportation, hereinafter called "Department," and Mancon LLC, located at 1961 Diamond Springs Road, Virginia Beach, VA 23455, hereinafter called "Provider," for the period of <u>October 1, 2023</u> to <u>September 30, 2026</u>.

The AdvantageME Vendor/Customer number of the Provider is VC0000228541

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed Rider B-IT - Payment and Other Provisions Rider C - Exceptions to Rider B-IT Rider D - MaineDOT Terms & Conditions/Mancon's Proposal Clarification & Exceptions Rider E - Mancon's Proposed Services and Cost Proposal Rider F - Method of Payment Rider F-1 - Fixed Commercial Rates Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Department Representative:		Provider Representative:	
Ryle A. Hall	9/26/2023	Rick Clarke	9/25/2023
BY: Signature	Date	BY: Signature	Date
Kyle Hall, Director		Rick Clarke, President	

Maintenance & Operations

Department of Administrative and Financial Services, Office of Information Technology:

-Docusigned by: Mcholas Marquis

9/26/2023

BY: Signature

Date

Nicholas Marquis, Chief Information Officer

TOTAL AGREEMENT AMOUNT: \$40,370,000.00

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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I. <u>ACRONYMS/DEFINITIONS:</u>

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS			
BAA	Business Associate Agreement		
Contract	Formal and legal binding agreement		
Department	State of Maine Department Entering into this Contract		
Provider	Organization providing services under this Contract		
State	State of Maine		
Area Headquarters	MaineDOT Maintenance location that provides local road maintenance within the Region		
Authorization Identification Card (AIC):	Official MaineDOT employment identification and access badge. Allows area access by means of photo recognition and electronic door locks.		
Central Office	The MaineDOT centralized location for statewide contract administration over all Regional Operations Locations in Maine		
Demand Level	Determines the item's stocking level classification as stocked or non-stocked used for contract calculation		
Emergency	An official State or MaineDOT Regional Operations Location declaration of Emergency Operations requiring additional support		
Emergency Stocking	A MaineDOT declared emergency use item requiring an increased stocking level based on MaineDOT's request		
Fee for Non- compliance	A deterrent in the form of an invoice deduction for non- compliance with set contract goals.		
Functionally Identical Items	Same item with the same specifications; different brand name.		
Holiday	Dates specified by the State of Maine in which normal business hours are suspended or reduced. A schedule of these holidays will be provided to the Provider annually		
Increased Stocking Level	A MaineDOT required increase in the stocking level of a specific item.		
Non-Stocked Items	Items not falling under the Stocked Item classification		

	Stacked items that do not have any foreseable use by
Obsolete:	Stocked items that do not have any foreseeable use by
(Obsolescence)	MaineDOT. This may be caused by the elimination of
(000000000)	equipment or a change to specifications
Original Equipment	Parts provided directly by the equipment manufacturer or their
Manufacturer (OEM)	source for use on the original equipment
Overtire	Hours approved by the MaineDOT in excess of forty (40) hours
Overtime	per week.
Promises Operation	Shall include locations listed in Attachment 3 - Delivery
Premises, Operation	Addresses and Attachment 4 - Statewide MaineDOT
Region, Region and	Regional Map (See Rider E) and may be used to refer to
Location	Regional Operations Location and/or camps
	MaineDOT locations are broken down into six (6) regions, each
Region	with a Regional Contract Manager (RCM) to assist in contract
5	administration
Single Source of	The provider who will assume full responsibility for the
Responsibility	performance of delivered products/services in the regions
Work Order	Form used for ordering equipment repair parts
CAOD	Contract Administrator or Designee
FFMS	FleetFocus Management System
FTOD	Fleet Transportation Operations Manager or Designee
RCM	Regional Contract Manager
ROL	Regional Operations Location

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is for MaineDOT to establish a relationship with one provider from the auto, truck and equipment supplies and services industry who, at the State's discretion, will provide a broad array of services, supplies and accessories anticipated and generally requested by MaineDOT. MaineDOT expects to realize a reduction in administrative costs, improved parts availability, and a reduction in vehicle downtime. MaineDOT anticipates that an overall net annual cost savings will be achieved through efficient parts room management and the reduction of obsolete parts.

The Provider shall provide Fleet Parts Supply and the Inventory Management Program as stated below.

III. CONTRACT RENEWALS:

Following the initial term of the contract, the Department and Provider may opt to renew the contract for 3 renewal periods, as shown in the table below, subject to continued availability of funding and satisfactory performance.

Period	Start Date	End Date
Initial Period of Performance	10/1/2023	9/30/2026
Renewal Period #1	10/1/2026	9/30/2028
Renewal Period #2	10/1/2028	9/30/2030
Renewal Period #3	10/1/2030	9/30/2032

IV. <u>DELIVERABLES:</u>

A. Supplies and Materials Order Fulfillment Requirements

The Provider shall manage and provide inventory via on-site, off-site or warehouse location(s). Inventory will include OEM and after-market parts and non-automotive supplies. To be considered for conditional award, Bidders must be able to seamlessly interface directly with AssetWorks M5 Fleet Management software (FleetFocus) on-prem version 18.0.11 and higher, in real-time. The interface with AssetWorks M5 on-prem functionality will need to be proven prior to finalizing the awarded contract.

The Provider will utilize MaineDOT's standardized 11-digit parts coding system. Standardization is defined as one part number per specific item regardless of price, manufacturer and/or origin of purchase.

The Provider shall purchase, own, and distribute all inventories at Provider staffed locations reserved for future MaineDOT use at MaineDOT's facilities. The Provider shall also stock MaineDOT owned inventories at satellite camp locations, listed on **Attachment** 2 (MaineDOT Main Garages and Satellite Camp Locations). The Provider will be required to make purchases of non-stocked items on an asneeded basis. The Provider shall purchase all items using its own procurement and inventory management process but will capture MaineDOT's commodity related procurement data for MaineDOT's use.

The Provider shall issue stocked parts into the MaineDOT's work order system immediately upon issuing the parts from inventory. Special order (non-inventory) parts from outside sources must be issued into MaineDOT's work order system within seven (7) days following receipt of a valid work order number. All parts must be electronically billed/posted to a specific work order as shown in **Attachment 5** (Work Order).

Any emergency parts request not accompanied by a work order number must be confirmed through the Fleet TOMs or Designee (FTOD). The Provider will key all transactions into the MaineDOT FleetFocus Management System (FFMS) and ensure that all Provider staff are trained on the system. MaineDOT personnel will assist the Provider personnel in this training and any costs associated with this training will be absorbed by the Provider.

The Provider will maintain backup files of all its transactions with the MaineDOT and AssetWorks. Data will be backed up on a daily basis and whenever requested by MaineDOT. In case of data loss, any specific data loss will be the responsibility of the Provider. Any expense incurred by either party due to the loss of data will be the sole responsibility of the Provider. The Provider will, upon request by MaineDOT, provide any and all transaction files within 48 hours. Reference Payments and Other Provisions (Fees Assessed for Non-Compliance).

The Provider and AssetWorks will partner to provide uninterrupted service and workflow integration with FFMS software to effectively manage parts inventories (and value of same) at the Provider's locations at no cost to the Department. The Provider will integrate FFMS with the Provider's software

system with their most current FFMS integration operable with the Department's installed FFMS release, and maintain this level of integration or better with software upgrades of Provider software or FFMS. If either party implements a software upgrade, that party will be required to provide thirty (30) days written notice to the other party prior to its implementation. The Provider will provide change notes for the upgrade, and testing support on request. The Provider will assist MaineDOT with the use of live production data. Changes to the Provider's FFMS interface impacting the information exchanged or the timing must be approved by the Department's contract administrator prior to implementation - the Department reserves the right to reject proposed changes that will significantly disrupt business processes.

The Provider will supply all parts manuals in an electronic format. The details of orders will be entered into the Provider's software point-of-sale system in real time. The Provider will utilize MaineDOT's FFMS to research the correct parts needed to repair a vehicle. If a part requested is not carried in inventory, the Provider will place the order and update the inventory system.

The Provider will review any new product lines or changes/updates to existing product lines with designated MaineDOT personnel for approval before being installed on any MaineDOT vehicles. MaineDOT will not reimburse the Provider for any new product line or changed/updated existing product line parts issued that have not been approved by MaineDOT. The cost of any such unapproved new product line or existing changed/updated product line parts, and all expenses incurred in the repair of vehicle/equipment for a time period of six (6) months following said repair, where these unapproved parts were used without approval will be paid to MaineDOT. The language set forth above will not apply to any "emergency substitution" using unapproved parts when needed, which will be mutually agreed upon by both parties prior to said substitution. Any new product lines or changes/updates to existing product lines which have not been rejected or approved by the MaineDOT within fifteen (15) days after notification will be deemed approved for the purposes of this section. The parties will work to develop mutually agreed upon approval and rejection letters for use by MaineDOT whenever a new product line is introduced or changes/updates to existing product lines are made. The Provider will allow the Regional Contract Manager (RCM) to use visible live inventory to schedule work and to provide feedback to end users.

B. Supplies and Materials Specifications

The specifications of the supplies, parts and materials provided by the Provider are very important to ensure adequate quality, serviceability, reliability, and safety in their everyday use by MaineDOT. Specifications must meet and follow the criteria listed below:

1. Rebuild, Repair, Remanufacture

The Provider is responsible for coordinating the rebuild/repair/remanufacture of parts such as alternators, starters, engines, transmissions, hydraulic cylinders, small power equipment and other parts deemed necessary. MaineDOT shall retain sole proprietary rights to all patterns created and utilized by MaineDOT in the production and manufacture of parts.

2. Original Equipment Manufacturer or Better

a. All supplies, parts and materials procured by the Provider shall, at a minimum, meet or Page 5 of 42

exceed the quality of the supplies, parts and materials furnished originally for the equipment (OEM equivalent).

- **b.** Rebuilt/repaired/remanufactured parts must conform to the manufacturer's reconditioning tolerances.
- **c.** MaineDOT reserves the right to inspect the quality of materials and supplies provided by the Provider, and to reject items deemed not to meet MaineDOT requirements (e.g., not meeting or exceeding OEM standards).
- **d.** In addition, MaineDOT reserves the right to designate exact OEM parts or greater quality than OEM parts if deemed necessary, in order to meet MaineDOT's operational needs.
- **e.** Any parts and supplies to be used under the Provider's own branding shall meet or exceed MaineDOT standards. The Provider shall demonstrate that these parts and supplies are the most cost-effective to use and the best value for the MaineDOT.

3. Non-Equipment-Related Supplies and Materials

- **a.** All non-equipment maintenance and repair-related supplies and materials must meet or exceed applicable OSHA standards and MaineDOT specifications.
- **b.** All applicable standards and/or specifications for approved items will be provided to the Provider by the MaineDOT.

4. Standardization of Supplies and Materials

- **a.** All supplies and materials furnished by the Provider shall be standardized to the maximum extent possible.
- **b.** One of the goals of standardization is to encourage volume purchasing at the lowest cost for supplies meeting or exceeding OEM or MaineDOT specifications.
- **c.** Standardization of one part number per specific item regardless of origin of purchase by utilizing an 11-digit part number. Each 11-digit part number contains a five-digit prefix corresponding to specific vehicle systems and assemblies defined within FleetFocus, followed by six digits representing the individual part.
- **d.** If there is a dispute between MaineDOT and the Provider, it shall be brought to the attention of the MaineDOT CAOD for discussion and resolution.

5. Parts Information

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

- **a.** The Provider shall be responsible for determining the correct product identification numbers (PIN) for all items requisitioned by MaineDOT employees and will maintain a complete file of parts manuals, manufacturers' parts cross reference numbers, parts bulletins, and other related information as needed.
- **b.** All such documentation shall become the property of MaineDOT at contract termination or conclusion.
- **c.** The Provider shall credit any warranty, core deposit, or return fees on parts.

6. Mandatory, Pre-approved Safety and Health Supplies

- **a.** All safety and health-related supplies, such as First Aid Kits and replacement supplies, safety vests, and protective clothing etc., must be tested and pre-approved by MaineDOT personnel. MaineDOT will provide a listing of all such items to the Provider.
- **b.** All clothing purchases must follow the Code of Conduct. See **Attachment 1** (Code of Conduct Affidavit).
 - i. All bids must be accompanied by a signed and notarized Code of Conduct (COC) affidavit verifying that they and, to the best of their knowledge, their suppliers at the point of assembly, comply with workplace laws of the vendor's and supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.
 - **ii.** Within 30 days of the end of each calendar quarter, the vendor is required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the <u>Treasurer, State of Maine</u> and must be delivered, along with the quarterly report to:

Division of Procurement Services Attn: Vendor Fee Burton M. Cross Building, 4th Floor 9 State Station 111 Sewall St. Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

7. Vendor Sourcing

a. The Provider shall utilize all State Mandatory Contracts and Mandatory Sources

C. Facility Requirements

1. Facilities Available to Provider

- **a.** MaineDOT will provide space as shown in **Attachment** 2 (MaineDOT Main Garages and Satellite Camp Locations) for optional Provider use.
- **b.** Existing facilities include heat, electricity, cooling as required and access to restrooms, water, and a break room. All existing data lines and Wi-Fi are available for use with State-issued equipment only. If additional access is needed, the Provider will pay for the expense.

2. Costs of Renovations and Modifications

The costs of renovations and modifications to existing MaineDOT facilities will be reviewed by MaineDOT on a case-by-case basis to determine whether the Provider and/or MaineDOT should incur the costs based on which party would reap the overall benefits. Such consideration would also take into account whether or not the renovations and/or modifications were needed before the Provider's arrival. Information on the facilities in which the Provider's personnel currently reside is provided in **Attachment 2** (MaineDOT Main Garages and Satellite Camp Locations).

D. Personnel Requirements

Currently there are twenty-seven (27) employees at six (6) Provider staffed MaineDOT locations in the program. Currently, each location has at least two (2) trained Provider employees. The Provider is asked to propose staffing levels that would accommodate the needs of MaineDOT during normal operations, during emergency operations (24/7), while employees are out on sick leave or on vacation, when locations are busier than what is considered typical and to accommodate vacancies. Contract is based on the Provider's staffing plan and additional staffing is at the Provider's cost.

- **1.** The Provider shall propose the staffing level and qualifications of staffing necessary to provide the required level of service at each location.
- **2.** Each request will be reviewed and approved by the CAOD.
- 3. Provider employees must be authorized for State of Maine network access and are required to use State issued computer equipment and follow applicable State of Maine IT Policies (see Q. Transition into Production, 2. Fixed Assets below). It is the responsibility of the Provider to train its personnel for IT policy compliance, document that training, and enforce any State of Maine provided policy mandated trainings. Documentation will be made available upon request.

E. Hours of Work

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

1. Normal Operating Hours and Provider or Employee Level of Service

- **a.** The Provider must provide the contractually specified level of service during all normal operating hours (7:00 A.M. 3:30 P.M.) at a given location Monday through Friday.
- **b.** Changes to the operating hours will be mutually agreed upon if a change is needed.

2. Additional Overtime

MaineDOT will compensate the Provider for requested call out overtime hours outside of normal working hours. This cost will be listed separately, including authorization and task, billed per occurrence, and by Regional Operations Location (ROL).

3. Emergency Operational Hours and Contract or Employee Level of Service

a. If MaineDOT requires after hour operations or declares an emergency requiring access to Page 8 of 42

the Provider's stock outside of normal operating hours, the Provider must provide a knowledgeable, qualified employee on site within one (1) hour of the notification of such emergency by MaineDOT management.

- **b.** The Provider must seek and/or receive approval from the CAOD to have more than one (1) Provider employee respond to a declared emergency at any one MaineDOT location.
- **c.** The Provider shall invoice MaineDOT for emergency call out hours worked beyond normal operating hours in accordance with established labor categories and descriptions, hourly rates and overtime/holiday rates.
- d. Overtime:
 - i. All MaineDOT reimbursable overtime hours must be requested in advance and approved by MaineDOT in writing. All overtime requests will be emailed to the CAOD who will approve or deny the request in a responding email.
 - **ii.** Payment of overtime to the Provider will not be provided until after the Provider's employee completes forty (40) hours of productive work in a work week comprised of a calendar week.
 - **iii.** The overtime timesheet will be reviewed and approved by the CAOD when MaineDOT call out overtime has been worked.

F. Demand Level Agreement

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

Offerors are to propose a demand level tracking program allowing MaineDOT to measure compliance.

- **1.** The Provider shall develop a process to track the delivery of goods provided to MaineDOT. This will enable MaineDOT to determine if the supply of goods falls within the time limits established within the Contract.
- 2. All items provided to MaineDOT are defined into two (2) service level categories, Stocked and Non-Stocked. All goods provided to MaineDOT fall within one of these categories. Sales data from FleetFocus and the Provider will determine the categorization of each item as Stocked or Non-Stocked.

G. Obsolescence of Stocked Materials

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

The Provider shall submit quarterly parts transaction reports to FTOD and CAOD. A part will be considered obsolete if there is no sales history or use for six (6) consecutive months. The review and determination of obsolete parts will occur annually with the Provider. If a part identified as obsolete remains in stock for two (2) consecutive quarters following the determination, a non-compliance fee will be assessed. Seasonal items will be excluded.

H. Parts and Materials Custom-Manufactured to MaineDOT Specifications

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

- **1.** In the course of its operations, MaineDOT has parts and materials custom-manufactured to its own unique specifications, such as specialized snowplow hitches, snowplow blades, etc.
- **2.** The Provider shall procure these items to meet MaineDOT specifications.
- **3.** Other than providing the vendor/manufacturer the MaineDOT specifications and having MaineDOT personnel review and/or test such items upon delivery, the Provider will have no liability as to their suitability for the job or for any returns or potential restocking fees, if allowable, to the vendor/manufacturer.

I. Hydraulic Hose Assemblies

- **1.** All hydraulic hose assemblies procured by the Provider must, at a minimum, meet or exceed the original OEM standards.
- **2.** MaineDOT reserves the right to designate a higher level of quality than OEM if deemed necessary to meet MaineDOT's operational needs.
- 3. Standardization within each ROL is a requirement.
- **4.** The Provider shall have a means in place, under best management practices, to ensure that all assemblies are clean and clear of debris, utilizing an industry approved cleaning method capable of meeting current ISO standards.

J. Bulk Oil

The Provider shall provide motor oil and other automotive fluids, up to 55 gallons, to ROLs currently utilizing the product, and at future locations.

K. Purchasing of Winter Items

- **1.** MaineDOT has several specific winter items, some of these are: plow blades, both truck and motor grader, tire chains, plows pumps, and hydraulic cylinders.
- 2. MaineDOT specifications for these items will be provided to the Provider.

L. Restrictions on Sales of Supplies and Materials to Other than MaineDOT Parties

- **1.** The Provider shall not sell or transfer any items purchased from State Mandatory Sources (i.e., State contracts) to any other customer of the Provider.
- 2. The Provider shall not sell any supplies and materials to any MaineDOT employees from the operation located on MaineDOT property for personal use and shall not give special

consideration or pricing to MaineDOT employees for sales made at any retail outlets.

M. Emergency Remote/Non-Remote Parts Pickup and Transfer

- 1. The Provider agrees to support a remote Emergency Equipment Repair Parts/Supplies pickup procedure that allows MaineDOT staff to acquire parts/supplies directly from a vendor.
- 2. The parts will only be requisitioned via an FTOD and processed through the Provider.
- 3. Supplies may also be requisitioned via an FTOD.
- 4. The Provider shall make the arrangements to allow the MaineDOT personnel to pick up the parts. In cases where paperwork is missing, the Provider shall require the CAOD to provide immediate assistance in resolving the issues and to reimburse the Provider for any associated penalties/fees levies by the vendors. This service should be utilized for emergency situations only.

N. Additional Inventory Items to be Stocked but Not Procured by the Provider

- The Provider may be required to stock and dispense to MaineDOT Employees certain supplies and materials that are not procured by the Provider due to the nature of the goods. (Examples of Additional Inventory include <u>truck mounted strobe lights</u> provided by the manufacturer to replace existing lights per a MaineDOT-Manufacturer agreement or contract, and <u>Hydraulic fittings</u> changed out because of a mass replacement by the Manufacturer).
- **2.** Examples of such items include warranty items as part of MaineDOT equipment warranty campaigns.
- **3.** The Provider shall be held accountable for such items and ensure that these items are maintained in the same condition as they were received.
- **4.** The Provider shall reimburse MaineDOT for the loss of any item that has been procured by MaineDOT and reserved in inventory by the Provider. MaineDOT shall be reimbursed for the procurement cost or fair market value.

O. Contract Administration and Management Requirements

The day-to-day contract administration and management requirements for both MaineDOT and the Provider are outlined in the following areas:

1. MaineDOT Contract Administration

MaineDOT Contract will be administered at several different Central Office and field levels to ensure consistency, efficiency, and effectiveness throughout the state. MaineDOT will provide day-to-day contract administration at the following levels:

a. Contract Administrator (CAOD)

- **i.** The CAOD will ensure that the contract is administered statewide in a single and consistent manner.
- ii. The CAOD will be responsible for long-range strategic planning.
- **iii.** The MaineDOT CAOD will provide for statewide program operating policies and procedures that will guide the day-to-day operations of the program.

b. Regional Manager (RCM)

- **i.** The RCM for each ROL will monitor and review ROL adherence to the statewide program's operating policies and procedures.
- **ii.** In cases of needed interpretations of contract and/or program policies and procedures, the RCM will consult with the MaineDOT CAOD.

2. Provider Administration

- **a.** The Provider shall provide efficient, effective contract administration of the Contract.
- **b.** The Provider shall provide detailed documentation of their management structure.

Q. Transition into Production

At the end of the current warehousing services contract and upon the Provider's startup, there will be a transition period for the Provider to begin production. Some elements of this transition period are as follows:

1. Facility Inspection and Acceptance

- **a.** The Provider shall inspect the current Provider's material storage, dispensing, and office facilities, and determine their suitability to its needs.
- **b.** MaineDOT does not anticipate that significant facility renovations will be needed.
- **c.** Upon completion of the inspection and the correction of any physical deficiencies in these facilities agreed to by MaineDOT, the Provider shall formally accept the facilities.

2. Fixed Assets

- a. MaineDOT will supply technology related equipment, such as computers, monitors, keyboards, mouse, and printers that the provider and MaineDOT agree are necessary to provide the requested services outlined in this RFP. No I.T. equipment from the Provider will be allowed on-site. The Provider's I.T. equipment will be used for the Provider's remote workforce. Existing network printer and shelving shall also be available for use by the Provider at all existing locations. The technology equipment supplied will be used by authorized provider personnel granted SOM accounts in compliance with State IT Policy and Standards <u>https://www.maine.gov/oit/policies-standards</u>. Special attention must be paid to the following policies and procedures:
 - Access Control Policy

- Access Control Procedures for Users
- Security Awareness Training
- Rules of Behavior
- User Device and Commodity Applications
- Network Device Management
- Mobile Device (BYOD)
- **b.** The Provider shall provide all other assets necessary for the performance of the contract, including warehousing, office furniture and equipment (other than I.T. equipment).
- **c.** All Provider personnel with any access to Maine State information asset must have a unique Active Directory account, sponsored by MaineDOT, and subject to the standard Two-Factor Authentication for remote access to the State wide area network.
- **d.** <u>Only</u> State of Maine managed devices are permitted to access the State of Maine network. All maintenance, replacement, repairs, and software installations on State-issued technology equipment must be performed by authorized State of Personnel after OIT approval.

3. Purchase of Existing Inventory Items

- **a.** The Provider, if not the current Provider, shall be required to purchase 100% of the on-hand inventory.
- **b.** The Current Value of the Inventory On-Hand is estimated to be 4 million dollars. This number fluctuates with the current season in accordance with the Inventory Valuation Report.
 - **i.** Such items will be sold at the actual (purchase) cost, including freight, in accordance with the most recent Inventory Valuation Report.
 - **ii.** Any existing inventory item purchased at startup in reference to Section 3.b.i) above that is not sold within three (3) years, and with no anticipated future statewide sales, will be purchased by MaineDOT and sent to surplus by MaineDOT. Items that are not sold out because the Provider purchased and sold functionally identical items (same item with the same specifications; different brand name) will not be purchased and sent to surplus by MaineDOT.

4. Sales by Regional Operations Location

Detailed listings of the items and quantity sold at each ROL will be made available to the Provider.

5. Development and Implementation

The Provider shall work closely with MaineDOT during the initial transition period to develop and implement the Provider's procurement and inventory management process.

R. Transition Out of Production

Upon termination of the contract, if a new Provider is selected, there will be a transition period during which the current Provider shall bring their supply services operations to a close and turn over responsibility for the delivery of such services to a new Provider or to MaineDOT.

- **1.** The Provider shall ensure compliance with <u>26 M.R.S. §§599-A and 599-B, An Act To Promote</u> <u>Keeping Workers in Maine</u>, as part of any Transition Out period.
- **2.** This transition period may begin before the end of the contract to ease the transition period.
- **3.** Some elements of this transition period are as follows:

a. Facility Inspection and Acceptance

- i. MaineDOT and the Provider shall jointly inspect the facilities that have been occupied and used by the Provider to identify and document any needed repairs to and/or replacement of MaineDOT-supplied equipment, fixtures, and/or facilities.
- **ii.** The Provider shall be responsible for reimbursing MaineDOT for any repairs or replacements necessitated by damage that is not the result of normal wear and tear.

b. Disposition of Remaining Inventory Items

- i. The new Provider for this ongoing program will be required to purchase any remaining inventory with sales activity during the previous three (3) year period at the end of the contract period at the original item's cost.
- **ii.** The new Provider will be required to purchase any other items that are deemed necessary by MaineDOT for the Provider to purchase that may not have sales during the previous three (3) year period at the original item cost.
- **iii.** The Provider is expected to maintain minimum inventory levels to meet performance expectations.

c. Disposal of Provider's Fixed Assets

For the Provider's fixed assets, including material-handling equipment remaining on site at the end of the contract period, MaineDOT will not be required to procure any such fixed assets but has first right of refusal to purchase these assets.

d. State issued equipment must be returned to MaineDOT

The Provider must return all State issued equipment to MaineDOT Fleet at the end of the contract period. The State will inventory this equipment. The Provider will pay the Department the cost to replace missing items

e. Contract Related Data Must Be Provided to MaineDOT

The Provider must provide all contract related data and records, including transaction, history, report, and management data to MaineDOT at the end of the contract period in an electronic format.

f. Recruitment of Provider's Materials Management Personnel

The Provider is encouraged to allow the possible recruitment by the new Provider, if any, of Page 14 of 42

its personnel at the end of the contract period.

S. Rebates

The Provider shall pay to MaineDOT 100% of any Rebate or Purchase Incentive received on items purchased for use by MaineDOT. Payment shall be due to MaineDOT on a quarterly basis and shall include an itemized statement.

T. Reporting and Delivery Instructions

Please refer to PART VI, C. - Fees Assessed for Non-Compliance

The Provider shall provide the MaineDOT CAOD access to a website containing current and up-todate reports.

U. Standard Scheduled and On-Request Reports

- 1. The Provider will provide quarterly and monthly reports that are to be run within the first seven (7) days of the month and provided to the MaineDOT CAOD via E-mail, except as noted below.
- **2.** Reports should allow user selection of date (range), and location(s) where possible at a minimum.
- **3.** Reports and website access should be user available without the Provider's assistance and available twenty-four (24) hours per day, seven (7) days per week (24/7).

a. Inventory Report by Stock Location

A listing of all items in stock at an individual Provider location or statewide by location, to include at a minimum, the item, location and quantity on hand.

<u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> Provide To – Requestor

b. Inventory Sales Report by Stock Location

A listing of all items sold at an individual location including individual and total sales statewide or by location. The reporting period is to be User requested.

<u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> Provide To – Requestor

c. Emergency Stocking Level Report by Stock Location

A listing of all items determined by the Emergency Stocking Level Agreement, by location.

Run Frequency – Upon request Availability – User query and User request Provide Within – Twenty-four (24) hours Provide To – Requestor

d. Increased Stocking Level Report by Stock Location

A listing of all items sold at an individual location, including individual and total sales statewide or by location. The reporting period is to be User requested.

<u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> <u>Provide To – Requestor</u>

e. Service Demand Level (SLA) Report by Stock Location

A detailed report per location of the attainment of fill rates accomplishments, broken down by category and percentage fill rates. The quarterly report shall contain data from the combined prior three (3) months, where the monthly report is for the prior month only.

Run Frequency – Quarterly and Monthly

<u>Availability</u> – As Provider provided report and upon User request <u>Provide within</u> – Seven (7) days of the beginning of the next month/quarter <u>Provide To</u> – MaineDOT CAOD

f. Report of Inactive Items by Region

Quarterly report by region and location of all items that have not been sold in any specified period, with the date of last sale, last receiving, and quantity on hand at a minimum.

<u>Run Frequency – Quarterly</u> <u>Availability – As Provider provided report and upon User request</u> <u>Provide Within – Twenty-four (24) hours</u> <u>Provide To –Requestor</u>

g. Warranty Items by Equipment ID

A User requested query that shows active warranty items, when sold, item descriptions (names), and warranty periods at a minimum.

<u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> <u>Provide To – Requestor</u>

h. Warranty Items (not associated with an Equipment ID)

A User requested query that shows all active warranty items; when sold, item descriptions (names) and warranty periods at a minimum. Run Frequency – Upon request

<u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> <u>Provide to Requestor</u>

i. Backorder items

A User requested query that shows active backorder items, when ordered, and projected due dates.

<u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide Within – Twenty-four (24) hours</u> <u>Provide To – Requestor</u>

j. Ordered Items and Delivery Time

A User requested query that shows all items ordered, item descriptions (names), estimated delivery dates, and dates received. <u>Run Frequency – Upon request</u> <u>Availability – User query and User request</u> <u>Provide within – Twenty-four (24) hours</u>

Provide To – Requestor

ATTACHMENT 1



State of Maine

State Purchasing Code of Conduct

Affidavit

Maine is a state that believes employers should fairly compensate hard work, that the health and safety of working people should be protected and that no form of unlawful discrimination or abuse should be tolerated. Maine citizens are aware that laws and regulations designed to safeguard basic tenets of ethical business practice are disregarded in many workplaces, commonly referred to as "sweatshops." State Government purchase of goods made under abusive conditions on behalf of its citizens offends Maine citizens' sense of justice and decency. Moreover, when the State of Maine contracts with vendors whose suppliers profit by providing substandard wages and working conditions, Maine's businesses are put at a competitive disadvantage. Therefore, the State of Maine believes in doing business with vendors who make a good faith effort to ensure that they and their suppliers at the point of assembly adhere to the principles of the State of Maine's purchasing code of conduct.

In its role as a market participant that procures goods covered by this code, the State of Maine seeks to protect the interests of Maine citizens and businesses by exercising its state sovereignty to spend Maine citizens' tax dollars in a manner consistent with their expressed wishes that the State deal with responsible bidders who seek contracts to supply goods to the State of Maine, and protect legally compliant Maine businesses and workers from unfair competition created by downward pressure on prices and conditions attributable to businesses that violate applicable workplace laws.

Seeking to protect these local interests through the least discriminatory means available, the State of Maine requires that all bidders seeking contracts to supply the State of Maine with goods covered by this code sign this affidavit stating that they and, to the best of their knowledge, their suppliers at the point of assembly comply with workplace laws of the vendor's or supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.

To the best of my knowledge, I swear:

- 1. That I have furnished a copy of the State purchasing code of conduct to each supplier at the point of assembly of the goods subject to the bid process and have required that each supplier affirm whether it is in compliance with the Code;
- 2. That the entity listed below and its suppliers at the point of assembly will comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws relating to discrimination in hiring, promotion, or compensation on the basis of race, disability, national origin, gender, sexual orientation, or affiliation with any political, nongovernmental, or civic group except when federal law precludes the State from attaching the procurement conditions provided in 5 M.R.S.A., C. 155, sub-c 1-B; and
- 3. That the entity listed below and its suppliers at the point of assembly will comply with all human and

labor rights treaty obligations that are shared by the United States and the country in which the goods are assembled. These may include obligations with regard to forced labor, indentured labor, slave labor, child labor, involuntary prison labor, physical and sexual abuse, and freedom of association.

QUOTATION #_____

Part numbers covered by this document: _____

The person signing this affidavit certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained herein, and under penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder/contractor as well as to the person signing in its behalf:

Name of Company:	
Street Address:	
City, State, Zip code:	
Telephone: Fax:	
Authorized Signature:	
Printed Name and Title:	
COMPLETE PHYSICAL LOCATION OF PLANT(S) WHERE CLOTHING/ T	EXTILE IS ASSEMBLED:
Name of Mfr	
Plant Name	
Street Address	
City/State	
Country	
Telephone #	
Personally appeared the above namedabove statement by him/her is true.	and made oath that the
Before me	
Date	

MUST BE FILLED OUT AND EITHER ATTACHED TO YOUR RESPONSE OR FAXED TO #207-287-6578 ATTN: BILL ALLEN NO LATER THAN BID OPENING DATE & TIME.

ATTACHMENT 2 – MAINEDOT MAIN GARAGES AND SATELITE CAMP LOCATIONS

			MaineDOT		WEEKLY	VENDOR	
			OWNED		SCHEDULED	OWNED	
9/9/2022	MaineDOT STOCK LOCATIONS		INVENTORY		DELIVERIES	INVENTORY	VENDOR
Region	Description	Туре	Valuation	Techs		Valuation	Employees
1	*SCARBOROUGH	Main Garage	\$830.20	8	12	\$779,059.27	6
1	TOPSHAM	Satellite	\$9,239.88	1			
2	REGION 2 @ AUGUSTA FLEET	Satellite	\$2,718.06		9		
2	NORTH AUGUSTA	Satellite	\$12,540.82	1			
2	WINTHROP	Satellite	\$14,439.67	1			
2	FAIRFIELD	Satellite	\$20,815.20	1			
2	EDGECOMB	Satellite	\$15,253.90	2			
2	NORTHPORT	Satellite	\$18,439.51	2			
2	WASHINGTON	Satellite	\$8,932.95	2			
2	RICHMOND	Satellite	\$11,328.01	1			
2	SOUTH CHINA	Satellite	\$9,099.60	1			
2	WEST GARDINER	Satellite	\$2,632.96	1			
3	BETHEL	Satellite	\$1.49	1			
3	FAIRBANKS	Satellite	\$15,248.46	1			
3	*SKOWHEGAN (Region Hub)	Sub Garage	\$20.78	5	4	\$245,657.55	2
3	JACKMAN	Satellite	\$23,915.15	1			
3	*DIXFIELD	Main Garage	\$6.86	5	6	\$223,482.59	2
3	SOUTH PARIS	Satellite	\$13,394.74	1			
3	DALLAS	Satellite	\$13,031.97	1			
3	SOLON	Satellite	\$20,911.52	1			
4	HANCOCK	Satellite	\$71,228.43	2			
4	*BANGOR	Main Garage	\$12.67	7	16	\$555,784.66	4
4	JONESBORO	Satellite	\$44,378.58	1			
4	BAILEYVILLE	Satellite	\$76,687.65	3			
4	GUILFORD	Satellite	\$69,025.06	2			
4	ENFIELD	Satellite	\$55,588.68	1			
4	ORLAND	Satellite	\$23,687.05	1			
4	PLYMOUTH	Satellite	\$80,206.87	2			
4	HANCOCK MOBILE	Satellite	\$11,392.87	1			
4	PEMBROKE - BAILEYVILLE - MOBILE	Satellite	\$75,066.74	1			
5	*CARIBOU	Main Garage	\$5,207.06	9	8	\$584,231.20	4
5	MEDWAY	Satellite	\$47,332.62	1			
5	HOULTON	Satellite	\$31,266.98	1			
5	OAKFIELD	Satellite	\$37,335.32	1			
5	TOPSFIELD	Satellite	\$18,619.48	2			
6	*AUGUSTA Fleet HQ	Main Garage	\$258,484.71	24		\$1,518,289.60	6
6	FUEL SERVICES	Satellite	\$45,560.03	5			
	Vendor Management						3
							,
	*Asterisked location is Hub or Sub-Garage						
	and is available for optional Provider use.						<i>c</i> -
		TOTAL	\$1,163,882.53			\$3,906,504.86	27

ATTACHMENT 2 (continued)

Region 2 Uses Augusta Main Garage Location 12 Stock

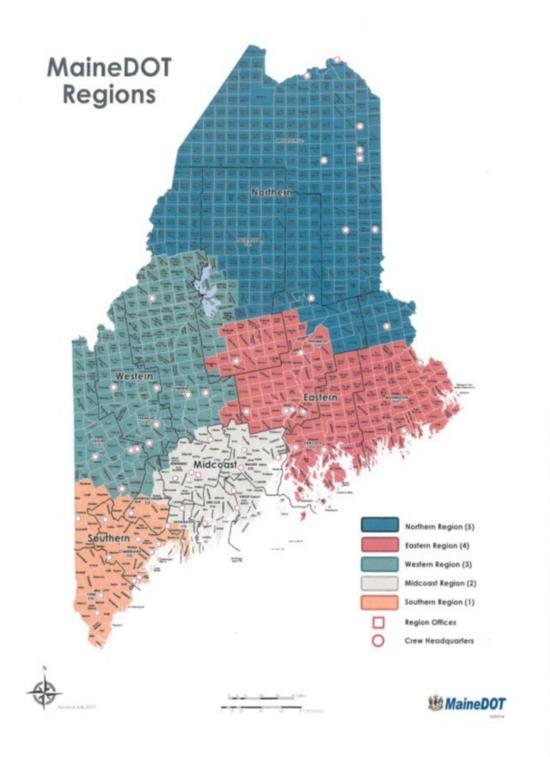
Region

1	Southern Region
2	Mid-Coast Region
3	Western Region
4	Eastern Region
5	Northern Region
6	Augusta HQ - Traffic & Fleet

ATTACHMENT 3 – MaineDOT DELIVERY ADDRESSES

REGION 1	REGION 4
51 Pleasant Hill Rd, Scarborough, ME 04074	634 US Route 1, Baileyville, ME 04694
576 US Route 1, Scarborough, ME 04070	219 Hogan Rd, Bangor, ME 04401
48 Saco Rd, Standish/Gorham, ME 04084	295 Water St, Guilford, ME 04443
31 Maintenance Way, Topsham, ME 04086	327 Thorsen Rd, Hancock, ME 04640
	615 US Route 1, Jonesboro, ME 04648
REGION 2	161 Gilpin Rd, Orland, ME 04472
56 US Route 1, Edgecomb, ME 04556	58 Old County Rd, Pembroke/Baileyville Mobile, ME 04666
131 Skowhegan Rd, Fairfield, ME 04937	2510 Moosehead Trail, Plymouth, ME 04969
516 Belfast Rd, Knox, ME 04986	869 Main Rd, West Enfield, ME 04493
53 Bog Rd, North Augusta, ME 04330	
1116 Atlantic Hwy, Northport, ME 04915	REGION 5
Region 2, 98 SHS, 66 Industrial Dr., Augusta, ME 04333	25 Masardis Rd, Ashland, ME 04732
31 Lancaster Rd, Richmond, ME 04357	145 Bennett Dr., Caribou, ME 04736
268 Route 3, South China, ME 04358	159 Bangor St, Houlton, ME 04730
1510 Old Route 1, Waldoboro, ME 04572	185 Grindstone Rd, Medway, ME 04460
386 Rockland Rd, Washington, ME 04574	259 Oakfield Smyrna Rd, Oakfield, ME 04763
420 Lewiston Rd, West Gardiner, ME 04345	31 Rice St, Presque Isle, ME 04769
161 Metcalf Rd, Winthrop, ME 04364	35 South Rd, Topsfield, ME 04490
REGION 3	REGION 6
821 Mayville Rd, Bethel, ME 04217	Augusta Fabrication, 66 Industrial Dr., Augusta, ME 04333
256 Stratton Rd, Dallas, ME 04970	Augusta Heavy Equipment, 66 Industrial Dr., Augusta, ME 04333
Region 3, 547 Main St, Dixfield, ME 04221	Fleet Purchases Catalog, 66 Industrial Dr., Augusta, ME 04333
647 Fairbanks Rd, Farmington, ME 04938	Fuel Services, 66 Industrial Dr., Augusta, ME 04333
64 Long Pond Rd, Jackman, ME 04945	Sign Shop, 86 SHS, 66 Industrial Dr., Augusta, ME 04333
364 Canada Rd, Moscow, ME 04920	Vehicle Prep, 66 Industrial Dr., Augusta, ME 04333
1230 Main St, North Jay, ME 04239	MaineDOT HQ, 16 SHS, 24 Child St., Augusta, ME 04333
666 Waterville Rd, Skowhegan, ME 04976	
1719 River Rd, Solon, ME 04976	
251 Park St, South Paris, ME 04281	

ATTACHMENT 4 – STATEWIDE REGIONAL MAP



ATTACHMENT 5 – WORK ORDER

Work Or	der Cost Deta	ail		Report F	Printed: 11-Sep	MaineDO 2017 16:01:21 By User	T Fleet Services
WorkOrder:	327303	UnitNo:	B21450 1	1950MOC	ποοτ		
WO Status: Date Opened: Date Complete: Date Closed: Using Dept:	Closed 27-Jun-2017 07:15:08 03Aug-2017 10:02:09 03-Aug-2017 10:02:15 73000 - Fleet Services	WO Location: WO Reason: Meter 1 - N: Meter 2 - N:	0030 UNSCHEDU	ILED	Alt Unit No Serial No License N Tech Spec Maint. Clas	821450 lo: BLDG	
Job Location:	-83-021 - CLEAN Gene CARIBOU FLEET S : HOUSEKEEPING	-		or Hours: anty Violatio	130.11	al Job Cost: Labor Cost: lone	7,169.38
<u>P</u> 9HW630519 91+630519		Descr JID PLUMBER 3: JID PLUMBER 3:	20Z		<u>Quantity</u> 1 1	<u>Unit Price</u> 7.09 6.44 Total Charges	<u>Total Cost</u> 7.09 6.44 13.53
Repair Notes: (DTWSARG) Cl	eaning of the shop other	than work order cle	eanup.				
Repair Job: 14-	-81430 INSTAUREMO	V Air/Oil Filters			Tota	al Job Cost:	941.55
Job Location: Repair Reason Repair Notes:	CARIBOU FLEET S HOUSEKEEPING	SERVICES	Warr	r Hours: anty Violatic	7. on: N	Labor Cost: None	941.55
	7m06 • INSTAUREMO				Tota	al Job Cost:	680.00
	ARIBOU FLEET SERV HOUSEKEEPING	ICES	Lab Warr Viola		0.00	Labor Cost: None	0.00
	r Name	Invoice No.	Labor	Parts	Misc.	Tax	Total Cost
1098 - MCNEA		017MTS	90.00	0.00			90.00
7850 - DARIN 1098 - MCNEA		24 017MTS	500. 00 90.00	0.00 0.00			500.00 90.00
				0.00	5.0	Total Charges	680.00

Repair Notes:

(DTWSARG) Charge out contracted services.

RIDER B-IT METHOD OF PAYMENT AND OTHER PROVISIONS

1. <u>AGREEMENT AMOUNT:</u> \$ 40,370,000.00

2. **INVOICES AND PAYMENTS:** The Department will pay the Provider as follows:

Refer to the "Compensation and Payments" section in Rider D.

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

- 3. <u>INDEPENDENT CAPACITY</u>: In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.
- 4. <u>AGREEMENT ADMINISTRATOR</u>: The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider. The Provider shall address all contract correspondence and invoices to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name:	Jessica Norton Title:		Financial Analyst	
Address:	66 Industrial Drive, Augusta, Maine 04333			
Email:	Jessica.H.Norton@maine.gov Telephone		207-624-8226	

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name:	David Mealey	Title:	Business System Manager	
Address:	66 Industrial Drive, Augusta, Maine 04333			
Email:	David.Mealey@maine.gov	Telephone:	207-624-8262	

- 5. <u>CHANGES IN THE WORK</u>: The Department may order changes in the work; the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.
- 6. <u>SUBCONTRACTORS</u>: The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties

under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

- 7. <u>SUBLETTING, ASSIGNMENT OR TRANSFER</u>: The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.
- 8. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>: During the performance of this Agreement, the Provider certifies as follows:
 - 1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- 3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- 4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
- 5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

- 6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- 7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 9. EMPLOYMENT AND PERSONNEL: The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 10. <u>STATE EMPLOYEES NOT TO BENEFIT</u>: No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 11. <u>NO SOLICITATION</u>: The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT:

- 1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
- 2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
- 3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- 4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- 5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.
- 6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
- 7. ACCESS TO PUBLIC RECORDS As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information

concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. <u>TERMINATION</u>: The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

- 1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- 2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
- 3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
- 4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
- 5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
- 6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files,

source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;

- 7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- 8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

- **14.** <u>GOVERNMENTAL REQUIREMENTS</u>: The Provider shall comply with all applicable governmental ordinances, laws, and regulations.
- **15.** <u>**GOVERNING LAW**</u>: This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.
- **16.** <u>STATE HELD HARMLESS</u>: The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.</u>
- 17. <u>LIMITATION OF LIABILITY</u>: The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

- 18. <u>NOTICE OF CLAIMS</u>: The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under the performance.
- **19.** <u>APPROVAL</u>: This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.
- 20. <u>INSURANCE REQUIREMENTS</u>: The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.
 - 1. Minimum Coverage
 - a) Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
 - A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - C. Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records) \$ <u>0</u>, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-

limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

Number of PII Records	Insurance per Occurrence
1 through 3,000	\$400,000
3,001 through 100,000	\$1,000,000
100,001 through 1,000,000	\$5,000,000
Greater than 1,000,000	\$10,000,000

- b) Workers' Compensation and employer's liability, as required by law;
- c) Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
- d) Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- e) Crime, in an amount not less than \$<u>0</u> (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- f) Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
- 2. <u>Other Provisions</u> Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a) The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - b) The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - c) The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

- d) All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.
- e) The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".
- 21. <u>NON-APPROPRIATION</u>: Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, 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.
- **22.** <u>SEVERABILITY</u>: The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 23. <u>INTEGRATION</u>: All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
- 24. <u>FORCE MAJEURE</u>: Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a 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, 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. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.
- **25.** <u>SET-OFF RIGHTS</u>: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. INTERPRETATION OF THE AGREEMENT:

- 1. <u>Reliance on Policy Determinations</u> The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.
- 2. <u>Titles Not Controlling</u> Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
- 3. <u>No Rule of Construction</u> This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.
- 27. <u>PERIOD OF WORK</u>: Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.
- **28.** <u>NOTICES</u>: All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.
- **29.** <u>ADVERTISING AND PUBLICATIONS</u>: The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.</u>

30. <u>**CONFLICT OF INTEREST</u>** : The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.</u>

31. LOBBYING:

- <u>Public Funds</u> No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.
- <u>Federal Certification</u> Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. <u>Other Funds</u> - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

32. PROVIDER PERSONNEL:

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of

such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

- 2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
- 3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
- 4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
- 5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.
- **33.** <u>STATE PROPERTY</u>: The Provider shall be responsible for the proper custody and care of any Department or State-owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS:

- The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
- 2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.
- **35.** <u>PRODUCT WARRANTY</u>: The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the

diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

- 36. <u>OPPORTUNITY TO CURE</u>: The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.
- **37.** <u>COVER</u>: If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.
- 38. <u>ACCESSIBILITY</u>: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<u>https://www.maine.gov/oit/sites/maine.gov.oit/files/inline-files/DigitalAccessibilityPolicy.pdf</u>).
- **39.** <u>STATE IT POLICIES</u>: All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (<u>https://www.maine.gov/oit/policies-standards</u>) effective at the time this Agreement is executed.

40. CONFIDENTIALITY:

- 1. All materials and information given to the Provider by the Department or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
- 2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.

- 3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
- 4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP:

- 1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
- 2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.
- **42.** <u>CUSTOM SOFTWARE</u>: For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:
 - 1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.
 - 2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.
- **43.** <u>OFF-THE-SHELF (OTS) SOFTWARE</u>: For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

- This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
- 2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
- 3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.
- **44.** <u>SOFTWARE AS SERVICE</u>: When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:
 - 1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
 - The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

a) The Provider has failed to carry out its obligations set forth in the Agreement; or

b) A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or

c) The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or

d) The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or

e) A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

- 3. The Provider is responsible for all fees to be paid to the Escrow Agent.
- 4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. PRICE PROTECTION:

- 1. The Provider shall ensure that all prices, terms, and warranties included in this Agreement are comparable to, or better than, the equivalent terms being offered by the Provider to any present customer meeting the same qualifications or requirements as the Department. If, during the term of this Agreement, the Provider enters into agreement(s) that provide more favorable terms to other comparable customer(s), the Provider shall provide the same terms to the Department.
- 2. If Federal funding is used for the acquisition of products and/or services under this Agreement, interest cannot be paid under any installment purchase or lease-purchase agreement entered into as a part of this Agreement.

46. THIS ITEM IS INTENTIONALLY LEFT BLANK

47. ENTIRE AGREEMENT: This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

RIDER C EXCEPTIONS TO RIDER B-IT

Rider B-IT, Section 35 is amended as follows:

35. <u>PRODUCT WARRANTY</u>: The Provider expressly agrees to warrant its services for one full year from their final written acceptance by the Department. The Provider will extend all available manufacturer warranties to the Department and where discrepancies occur, and parts are determined to be defective, inferior, nonfit items or any other general warranty guarantee consideration, the Provider will mediate with manufacturers to represent the Department's best interest for replacement and/or credit. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

RIDER D <u>MaineDOT Terms & Conditions</u> <u>Mancon's Proposal Clarification & Excpetions</u>

MAINE DEPARTMENT OF TRANSPORTATION



Terms and Conditions

Agreement

The Provider shall furnish or provide the services, parts, supplies and equipment, hereinafter "Parts" necessary to complete the Project in accordance with these terms and conditions and the Maine Department of Transportation's (MaineDOT) requirements, as outlined in MaineDOT's Contract.

General Provisions

Representation by MaineDOT

By executing the Contract, MaineDOT's signatory represents that, to the best of their knowledge, the Provider (or any of its representatives) has not been required, as a condition of obtaining or carrying out the Contracts to:

1. Pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind.

Representation by the Provider

By signing the Contract, the signatory represents that they are a duly authorized representative of the Provider and that neither they nor the Provider's firm has;

- 1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Provider) to solicit or secure the related contracts;
- 2. Paid, or agree to pay, to any firm, organization, or person (other than a bona fide employee working solely for the Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract and any related contracts.

By signing the Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:

- 1. 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.
- 2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - a. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - b. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. 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.
- 4. Have not within a three (3) year period preceding this application or proposal had one or more federal, state or local government transactions terminated for cause or default.

Priority of Conflicting Contract Documents

If the Provider discovers any error, omissions, conflict, or discrepancy related to the Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of the work, the Provider must notify MaineDOT within five (5) business days. MaineDOT and the Provider, hereinafter the "Parties" agree that the following components of the contract documents shall control in the following descending order of priority:

Modification to the Contract Contract and Appendices

Owner Responsibilities

No Personal Liability

MaineDOT's employees and other representatives act solely as representatives of MaineDOT when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as MaineDOT employees to the Provider for the implementation of the Contract.

Notice to Proceed

Following the execution of the contract, MaineDOT will issue a contract number. This number should be referenced on all related invoicing and correspondence to MaineDOT. The fully executed contract and a "Written Notice to Proceed" will be sent to the Provider, who may then commence work; the Provider will not be compensated for any work done prior to the receipt of a written Notice to Proceed.

Advise Provider of Services of Other Providers

MaineDOT shall advise the Provider of the identity and scope of services of any independent Providers employed by MaineDOT and providing services on the Project. MaineDOT's Contract Administrator will be responsible for coordinating the efforts of the Provider under contract with MaineDOT.

Provider Responsibilities

Project Records

All project records, whether printed or electronic, made by the Provider and sub-contractor(s), or furnished to the Provider by MaineDOT shall, upon completion of the work contemplated under the Contract, be filed with MaineDOT. The Provider and sub-contractor(s) shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred under the Contract and shall make such materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract. The Provider and sub-contractor(s), shall allow inspection and audit of pertinent documents by MaineDOT or any authorized representative of the State of Maine OT.

The Provider shall keep records in such form as may be easily audited and in accordance with 48 CFR, Part 31- Contract Cost Principles and Procedures. This references requirements to follow Office of Management and Budget (OMB) Circular No. A-87 (2 CFR 225), OMB Circular No. A-122 (2 CFR 230), and Defense Contract Audit Agency Pamphlet No. 7641.90, Information for Contractors. Please note that after December 26, 2014, any Provider required to use OMB Circulars A-87 or A-122 shall be required to comply with 2 CFR 200. Per these referenced regulations, the Provider shall maintain salary records/timesheets for all employees showing all hours whether compensated or uncompensated. This is to include all hours worked for project, administrative, and other activities. Audits shall be performed and issued in accordance with Generally Accepted Government Auditing Standards (GAGAS) as promulgated by the Comptroller General of the United States of America.

The Provider shall retain all records in accordance the 49 CFR §18, which in addition to the above shall contain documentation of project progress as well as dates of all meetings, plan submissions, agreement, etc. with agencies or persons other than those of the Provider.

Invoice Documentation

Records of the Provider's costs pertinent to the Provider's compensation under a Contract shall be kept in accordance with generally accepted accounting practices and the abovementioned regulations. These records will be used to the extent necessary to verify the Provider's charges and upon MaineDOT's timely request, copies of such records shall be made available to MaineDOT or its designee at its Augusta office, at no cost to MaineDOT. Records shall be available for review by MaineDOT for a period of three (3) years following final payment.

Ownership of Documents

All original data furnished to the Provider by MaineDOT shall be returned to MaineDOT in good order.

All plans, specifications, exhibits, and products prepared or obtained by the Provider under the terms of the Contract shall be delivered to and become the sole property of MaineDOT upon completion of the work. The Provider must never release these documents to anyone other than MaineDOT without MaineDOT's expressed written permission. The Provider shall be entitled to maintain a copy of all such documents for it business files for a period of three (3) years.

If MaineDOT alters the Provider's plans, specifications, exhibits, or product, or uses said plans, specifications, exhibits, or product for purposes other than their original intended use, the Provider shall not be held liable.

Safety

The Provider shall be equipped with all the required Personal Protective Equipment.

Sub-Contractors and Outside Associates and Providers

The Provider may not enter into a sub-contract with a firm that is not specifically identified in the Contract as a sub-contractor without first receiving written approval from MaineDOT's Contract Administrator or designee. MaineDOT retains the right to reject the sub-contractors, if it has concerns about the sub-contractor's ability to perform the services described.

Provider's Duties Regarding Sub-contractor(s)

The Provider is responsible for:

- 1. Assuring its sub-contractor(s) has sufficient skill and experience to perform the work properly; and
- 2. Coordinating and managing its sub-contractor(s) to achieve the intent of the Contract.
- 3. Verifying applicable indirect cost rates, accounting documentation, and compliance with federal and state regulations.

Claims

The Provider agrees not to bring any claims for damages sought by its sub-contractor(s) against MaineDOT and herby indemnifies and holds MaineDOT harmless against any claims arising from its failure to coordinate and manage its sub-contractors and from any and all claims or liabilities arising from work performed by a sub-contractor. Sub-contracting does not alter the Provider's obligations under the Contract.

Flow Down

All Provider sub-contracts, and all lower tier sub-contracts, shall contain or reference all applicable provisions of the Contract, these General Conditions, and the applicable federal provisions.

No Third-Party Beneficiaries

The Provider and MaineDOT agree that the Contract are not intended to create any thirdparty beneficiaries or to authorize anyone not a party to the Contract to maintain an action under said Contract provisions.

Accuracy

The Provider is responsible for reviewing all reports, data, and information provided by MaineDOT and notifying MaineDOT of any error, omissions, conflict, or discrepancy.

The Provider shall be responsible for the services rendered, the professional quality, technical accuracy, and the coordination of all documents, designs, drawings, specifications, and other services furnished by the Provider and sub-contractor(s) under a Contract. MaineDOT shall not be responsible for discovering deficiencies in the work product or professional services, but will notify the Provider if a deficiency is discovered.

Standard of Care

The Provider represents that it has the requisite skills, expertise and licensing to perform all contract work using the accepted standards of care in the Provider's profession or occupation.

Responsibility for Errors and Omissions

Upon request by MaineDOT, the Provider agrees to correct any errors or omissions by the Provider and/or sub-contractor(s) in work required under a Contract without undue delay and without cost to MaineDOT. The Provider will be responsible for any costs incurred as a result of any such errors and omissions.

Issue Correct Parts

The Provider will issue the correct Parts 95% of the time. This will be monitored monthly through MaineDOT's Evaluations. The foregoing requirement will be calculated by dividing

the number of errors by the number of invoices. The rolling average will be calculated over the most recent three (3) month period.

Vehicle Parts

The Provider shall purchase and own all stocked inventories held for future MaineDOT use at MaineDOT facilities and make purchases of non-stocked items on an as-need basis. The Provider shall purchase all items using its own procurement and inventory management system but will capture and report for MaineDOT's use.

The Provider must seek approval from designated MaineDOT personnel prior to issuing any new product lines or Parts from existing product lines that have been changed and/or updated. MaineDOT will not reimburse the Provider for any Parts that have been issued without this prior approval. The cost of the unapproved products, and all expenses incurred in the repair of the vehicle/equipment for a period of up to six (6) months after said repair where these Parts were used will be deducted from the Provider's monthly invoice. The language set forth above will not apply to any "Emergency Substitutions" that have been agreed upon by the Parties. If more than one grade of product meets MaineDOT requirements MaineDOT may designate which grade will be utilized, MaineDOT and the Division of Procurement Services each reserve the right to review lists, descriptions, and inventories of the Parts supplied under this Contract to ensure they are in compliance with the State of Maine's requirements and policies.

MaineDOT reserves the right, over the course of the contract period to determine which products must be new or may be refurbished or recycled. The Provider shall also accept industry standard cores for rebuilding where the Parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, etc.

MaineDOT requires that rebuilt, refurbished or recycled products meet or exceed Original Equipment Manufacturer (OEM), Society of Automotive Engineers (SAE), Underwriter's Laboratories (UL), Military Standard (Mil-spec), American National Standards Institute (ANSI) or other industry standard.

The Provider must accept returns of supplies and materials from MaineDOT within thirty (30) days of original pickup if the items are in unused condition, in their original packaging and can be sold to another party or returned to the vendor without any restocking fee. If an item is requisitioned in error by MaineDOT and cannot be returned by the Provider to the supplier without incurring a restocking fee and has no foreseeable future use by MaineDOT, then MaineDOT will pay the restocking fee. If an item is ordered in error by the Provider and cannot be returned by the Provider to the supplier without incurring a restocking fee and has no foreseeable future use by the Provider or MaineDOT, then the Provider shall pay the restocking fee.

The Provider shall warranty all items and commodities it furnishes to MaineDOT from defects for a period of time that meets or exceeds the level of protection offered by the manufacturers' and/or suppliers' warranties for such items. The Provider shall be responsible for identifying each item requisitioned by a MaineDOT employee that is covered by a warranty at the time the requisition is made, and for furnishing the item at no charge or at a reduced charge to MaineDOT (as provided for by the terms of the manufacturer/supplier warranty). The Provider shall be solely responsible for pursuing restitution from manufacturers/suppliers for its replacement of defective items returned by MaineDOT. The Provider's pursuit of such claims shall not delay the provision

of replacement items to MaineDOT without the prior approval of the MaineDOT CAOD. If the manufacturer warranty includes labor, it will be passed on to MaineDOT. The Provider must provide a warranty tracking process. This data must be available to MaineDOT personnel through queries or reports on request.

Availability of Parts

The availability of Common Preventative Maintenance and Wear Parts at manned locations will be 95%. The parties will identify the Parts and/or category of Parts that fall into these categories. MaineDOT reserves the right to purchase Parts directly from other sources if the Parts:

- 1. Cannot be provided by the Provider within the time frames specified; or
- 2. Do not meet OEM quality; or
- 3. Are deemed by MaineDOT to be inferior or unacceptable.

MaineDOT reserves the right to solicit repairs from any private vendor to include such Parts and services for the repair of fleet equipment and reserves the right to utilize State of Maine master agreements and contracts for related parts and services.

Issuing of Parts

The Provider shall issue Parts into MaineDOT's work order system within seven (7) days of receiving a valid work order number and will electronically bill/post to a specific work order. If the Provider fails to issue Parts into the MaineDOT's work order system within seven (7) days following receipt of parts issued to the technician, MaineDOT will not be required to pay for said Parts. Furthermore, a mechanic's request for Parts must always be accompanied by a work order number. Any emergency request for Parts that are not accompanied by a work order number. May emergency request for Parts that are not accompanied by a work order number must be confirmed through the Contract Administrator or the Director of Fleet Services. The Provider will key all transactions into the MaineDOT FleetFocus management system and ensure that all Provider staff are trained on this system. MaineDOT personnel will assist the Provider personnel in this training and any costs associated with this training will be absorbed by the Provider.

Inventory Management Systems

The Provider will maintain back-up files of all its transactions with the MaineDOT and AssetWorks in case of data loss. In case of data loss, any specific data loss will be the responsibility of the Provider. If either Party implements a software upgrade, that party agrees to provide thirty (30) days written notice prior to the testing period and the Provider will secure a dedicated test environment and staff for testing purposes. The Provider and AssetWorks will partner to provide seamless integration with FleetFocus maintenance management software in order to increase efficiency in providing Parts for the Provider's locations and to effectively manage Parts inventories and value of same at the Provider's location. The Provider will integrate FleetFocus with the Provider's software system. The Provider will provide all catalogues in an electronic format. The Provider will utilize MaineDOT's FleetFocus management system to research the correct Parts needed to repair a vehicle. Orders will be entered into the Provider's software point-of-sale system at the time the Part is issued. If a Part requested is not in the standing inventory, the Provider personnel will order the Part and upon receipt, update the inventory. MaineDOT must, prior to purchase, approve the purchase of a Part that costs \$5,000.00 or more. The request must include copies of three vendor

quotes. MaineDOT may, at its sole discretion, change this dollar limit at any time during the term of the contract.

The Provider will maintain the data within MaineDOT's FleetFocus system through interfaces with its internal data processing systems and if necessary, through authorized hands-on use of the MaineDOT FleetFocus system by designated Provider staff. The Provider shall capture in FleetFocus Parts issues, Parts costs, product issues, and product costs for the integrity of data analysis. Operation and maintenance of the FleetFocus system will remain solely in MaineDOT's control.

Parts Inventory

The Provider shall stock the identified Main Garages on-site store(s) with such type and quantity of Parts as are necessary to ensure compliance with the fill rate requirements. The provider shall also stock MaineDOT owned inventories at satellite camp locations, listed on attachment 2. The Parties will work together to determine the Parts that will be kept in inventory as well as the inventory levels of said Parts. The determination may be based on usage, fleet size, and critical nature of the Part(s), ordering delays, lead time or any combination of these factors. In addition, the Provider shall stock such type and quantity of specific Parts as MaineDOT may from time to time request. The Provider shall not stock the on-site store(s) with a level of inventory that exceeds levels more than required to meet the fill rate requirements. If the fill rates stated are not maintained by the Provider, and MaineDOT finds it necessary to purchase higher priced items from other sources to meet its needs. MaineDOT will deduct the difference in their cost, plus 10%, to cover administrative costs, from the monthly invoice. The Provider agrees that the Parts disbursement will be achieved within a reasonable transition period. The Provider agrees to reach the stated initial benchmark to provide an 95% "available Parts (Parts on hand) also known as "on-demand" rate at the start of year. The availability of common preventative maintenance and wear Parts at manned locations will be 95%. The Parties will identify the Parts that fall into these categories.

The Provider will use commercially reasonable efforts to competitively source all Parts, both stocked and non-stocked, to ensure MaineDOT is paying the lowest possible price. If MaineDOT discovers that any normally stocked Part or item purchased by the Provider hereunder in excess of \$300.00 in cost (per unit) is priced 10% or more greater than the price of the same Part or item of equal or higher quality available from another competitive source under like quantities and similar terms and conditions, and MaineDOT provides written notice to the Provider of such discovery, then MaineDOT, as its sole and exclusive remedy and the Provider's sole liability, may assess the Provider a penalty equal to the difference in price of the normally stocked Part/item supplied by the Provider and the lower priced Part/item discovered by the MaineDOT plus an administrative fee equal to 10% of the difference in price. MaineDOT shall provide to the Provider any reasonably requested documentation validating the difference in price of the normally stocked Part/item at issue under this section.

Parts Catalog

The Provider shall provide MaineDOT's staff access to their web-based "Supplies and Materials Catalog". This catalog must show at least the item numbers, descriptions, specifications, Safety Data Sheets, units of measure, item notes, restrictions, cost of product, and an image if possible. The catalog shall provide current information and be in sync with the Provider's database. Any

items to be added to catalog must be approved by the COAD. In addition, the catalog shall include, but will not be limited to, the following:

- 1. Search Engine
- 2. Contact Information for MaineDOT Program Personnel
- 3. Program Reports (Current Version)
- 4. SDS History (Current Version)
- 5. Review of Past Acquisitions
- 6. MaineDOT Policies and Procedures Manual

Quality Control

MaineDOT reserves the right to conduct periodic evaluations of all its Parts rooms. The content of these evaluations, as well as the level of MaineDOT participation will be mutually agreed upon by the Parties. The purpose of this evaluation will be to determine whether the Provider is maintaining agreed upon inventory fill rates and service levels, as required by the Contract. Upon request, the Provider shall meet with MaineDOT to review the evaluation results and identify areas for improvement. The Provider will have 14 days from the date of this meeting to develop a plan to remedy any deficiencies identified through the evaluations, failure to comply could result in default.

Provider Personnel

The Provider will provide an adequate number of qualified Parts personnel to successfully perform and execute its obligations under this Contract. MaineDOT reserves the right to have the Provider replace individual staff employees for good cause. "Good Cause" includes, but is not limited to, the following:

- 1. Unsatisfactory attendance or excessive tardiness;
- 2. Unauthorized time away from the work area or use of work time for personal business;
- 3. Use of obscene or abusive language;
- 4. Inadequate or unsatisfactory work performance;
- 5. Disruptive behavior, including being impaired by alcohol or other drugs on the job or the use of alcohol and/or drugs on the job;
- 6. Sexual harassment in the workplace or workplace violence;
- 7. Failure to follow established Provider and/or MaineDOT written policies and procedures;
- 8. Violating safety rules where there is a threat of physical harm to others;
- 9. Unauthorized use or misuse of State property or State/Provider program records;
- 10. Falsification of any State/Provider program records, including but not limited to, transaction records, reports, time records, invoices, or other official program records;
- 11. Willfully or negligently damaging or defacing State or Provider program records; State property, or property of other Providers, State Employees or Visitors;
- 12. Theft or unauthorized removal of State or Provider program records, State property, or the property of other Providers, State Employees or Visitors;
- 13. Gambling on State property;
- 14. Fighting and/or other acts of physical violence;
- 15. Participating in any kind of work slowdown or similar concerted interference with State operations;
- 16. Possession or use of firearms, dangerous weapons, or explosives to include Taser, Mace, or pepper spray type devices;
- 17. Threatening or coercing State and Provider Employees or Visitors;

- 18. Criminal convictions for illegal conduct occurring on or off the job that are of such a nature that the continued employment of a contract employee could constitute negligence with regards to the State's or contractor's duties towards other State or Provider Employees or the public and;
- 19. Workplace violence, any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. This includes but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

MaineDOT Personnel

If the Provider submits a written request to use MaineDOT personnel and equipment to perform tasks that are the Provider's responsibility under the Contract, and MaineDOT provides written consent to such request, MaineDOT will invoice the fully burdened labor and equipment rental rates for all of the time necessary for the pickup or delivery, and the mileage or hours required for the equipment used. In addition, that portion of the daily rental attributable (based on an eight (8) hour day) to the time used in performance of the pickup or delivery will be invoiced. Daily rental is defined as the cost of depreciation, insurance, and administrative charges associated with the ownership of the vehicle for one day, as approved by the Federal Highway Administration (MaineDOT's cognizant Federal agency) for federal reimbursement. MaineDOT will provide the Provider with a listing of MaineDOT personnel and/or MaineDOT positions that are authorized to approve the Provider's request for this type of assistance. These charges will be deducted from the Provider's monthly invoice.

Facilities

Any damage to the Premises including but not limited to; structural components, existing utilities, equipment or finished surfaces, reasonable wear and tear excepted, resulting from the performance of this Contract shall be repaired by the Provider to MaineDOT's satisfaction at the Provider's sole expense if the Provider, its Provider Personnel or its agents, subcontractors, or any invitees cause or contribute to the damage. Repairs undertaken shall at least restore the Premises to their original condition, reasonable wear and tear excepted. Furthermore, if the Provider shall become aware of any condition on the Premises that constitutes an immediate threat of injury to person(s) or property, whether or not caused by the Provider or its Provider Personnel, the Provider shall, without delay, notify MaineDOT of said threat and shall, without delay, take such actions as may be reasonably necessary for the protection of person(s) and property and shall give notice thereof to MaineDOT as soon thereafter as possible.

If the Provider does not make the repairs in a timely manner, MaineDOT may withhold the cost of the repairs from the Contract payments. At the termination of this Contract, the Provider shall deliver the Premises to MaineDOT in as good condition as they were on the Contract Effective Date, reasonable wear and tear excepted. In the event the Provider fails to deliver the Premises to MaineDOT at the termination of this Contract in as good condition as they were on the Contract Effective Date, reasonable wear and tear excepted. In the event the Provider fails to deliver the Premises to MaineDOT at the termination of this Contract in as good condition as they were on the Contract Effective Date, reasonable wear and tear accepted, then, in addition to any other remedy that MaineDOT may have, MaineDOT shall be entitled to deduct from the Contract's final payment, the reasonable cost to repair and restore the Premises to as good condition as existed on the Contract Effective Date, reasonable wear and tear excepted. If the cost of such repair and restoration exceeds the amount of the Contract's final

payment, then the Provider will be invoiced for, and shall pay, the additional costs incurred.

Personal Property: MaineDOT is not responsible for the loss of or damage to any personal property that the Provider, Provider personnel, agents, subs, etc. bring on the Premises. All personal property placed in or kept on the Premises shall be at the sole risk of the Provider or the Owner of such personal property and MaineDOT shall have no liability for loss, damage or deterioration of same, except to the extent that the Contract provides otherwise. All personal property presently owned by MaineDOT and located at the Premises shall remain the property of MaineDOT. The Provider shall have the right to use such personal property at the Premises solely in connection with its performance of Services. The Provider shall exercise commercially reasonable efforts to maintain the personal property in good and serviceable condition, ordinary wear and tear excepted. If any item of personal property is damaged or is in need of repair or replacement, due to no fault of the Provider, then the Provider will immediately notify MaineDOT and request that MaineDOT repair or replace said personal property. To the extent that any personal property is damaged or is in need of repair or replacement due to any act or omission of the Provider or the Provider's Personnel, then the Provider shall immediately notify MaineDOT and request that MaineDOT repair or replace said personal property at the Provider's expense.

<u>Trash Disposal</u>: MaineDOT shall be responsible for ordinary trash disposal, such as office paper and kitchen refuse that is generated on the Premises. The Provider shall be responsible for the proper disposal of all other items that the Provider owns or leases, including but not limited to items that are considered to have any environmental waste or hazardous component (e.g., tires, SSP equipment, etc.). The Provider shall keep the Premises in a neat and orderly condition and shall not allow the accumulation of any trash or waste on the Premises.

<u>Alterations, Additions, Improvements</u>: The Provider is not permitted to make any alterations to the Premises without MaineDOT's prior written consent. No alterations, additions or improvements shall be made to any part of the Premises without the prior written consent of MaineDOT. If consent is granted, the Provider is responsible for any testing, notifications and/or abatement of asbestos- containing material that could potentially be disturbed by said activities. The Provider shall also be responsible for providing, at the Provider's expense, all General Contractor's insurance, as is customary in such situations, during the period of any construction.

<u>Security of Storage Facilities:</u> The Provider shall maintain security and control of the Provider storage and office facilities at all times, including any outside storage areas or structures. Unaccompanied MaineDOT personnel may not enter such areas (except on an emergency basis) after normally scheduled operating hours. In cases of building inspections in the Provider's areas, MaineDOT personnel should be escorted by Provider personnel. There will be no public access to the storage locations. The Provider is not allowed to have non-Provider or non-MaineDOT personnel on MaineDOT property without authorization from MaineDOT.

<u>Spill Clean Up Requirements</u>: The Provider shall be responsible for all cleanup activities resulting from spills of supplies and materials that may occur in their storage areas. If MaineDOT personnel cause such a spill while within the Provider's storage areas, both parties will make arrangements for such cleanup activities. The Provider (and MaineDOT, if applicable), will comply with all federal, state, and local regulations in the performance of its cleanup activities.

<u>Material Handling Equipment</u>: The Provider's employees must be trained and certified to operate MaineDOT equipment by MaineDOT Driver Trainers. The Provider's personnel must complete daily inspection reports on MaineDOT equipment. The use of MaineDOT material handling equipment may be arranged with proper training.

<u>Environmental Contamination</u>: The Provider shall not cause or contribute to or permit any Person to cause or contribute to:

- 1. any pollution of surface water, ground water, soil or;
- 2. any condition which may result in a claim of liability under any applicable environmental and/or common law.

The Provider shall promptly, and at its sole cost and expense, take any and all steps necessary to remedy any condition involving environmental contamination of the Premises resulting from or incident to, the Provider's use of the Premises or caused by any Employee, Agent, Provider, or invitee of the Provider or the Provider's Personnel. This obligation shall survive the termination of this License/Contract.

With the exception of toxic or hazardous substances that are specifically related to or specifically associated with maintenance activities performed pursuant to the Contract, the Provider shall not, without the prior written approval of MaineDOT, engage in or allow any activity on the Premises involving: (i) the handling of any toxic or hazardous substances, (ii) the storage, treatment or disposal of any toxic or hazardous substances or (iii) any other substance that may be the subject of liability pursuant to any environmental law of the United States or the State of Maine. For the purposes of this Contract, "hazardous substance(s)" shall have the meaning of "hazardous substance" at 42 U.S.C. Section 9601, as amended.

The Provider shall not bring or permit any party to bring onto the Premises, any hazardous waste found off of the Premises, and shall not permit the disposal or storage of any hazardous or other waste on the Premises. This provision shall apply in all events, notwithstanding that the hazardous waste may be the result of an accident or incident on the roads or rights-of-way maintained by the Provider under the Contract.

Except in strict conformance with the Provider's performance of the Contract, the Provider shall not discharge or permit the discharge of any toxic or hazardous substance or any other environmentally harmful substance, to the air, soil, surface water, or ground water.

<u>Waste Materials Handling, Disposal, Clean Up, and Record Keeping Requirements</u>: The Provider shall manage the collection, storage, and recycling of various waste materials related to equipment maintenance and repair operation. The Provider shall comply with all federal, state, and local regulations regarding waste material storage, labeling, and disposal to include Safety Data Sheets (SDS).

<u>Documentation and Record Keeping Requirements</u>: The Provider shall be responsible for all record-keeping regarding certifications of material handling procedures, liability insurance, and SDS for all required supplies and materials. These products include, but are not limited to:

1. Oily rags

Progress Reports

Prior to the start of work, the Provider shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Provider will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During the course of the project, the Provider shall submit to MaineDOT a Monthly Project Status Report of accomplishments from the preceding month. This progress report shall be used to keep team members and Contract Administrator informed about the project's status and issues. Information will include:

- 1. A written statement describing the work accomplished during the period and to date.
- 2. An estimate of the percentage of work completed within the specified services.
- 3. An estimate of the effort needed to complete the specified services.
- 4. The percentage of contract time elapsed and the percentage of the contract amount expended (including contract modifications).
- 5. Contract Modifications and anticipated contract modifications.
- 6. Any information needed from MaineDOT to complete the project and avoid delays.
- 7. The Provider's action plan to remedy and address any non-conforming or unacceptable work submitted to MaineDOT.
- 8. Documentation of anticipated problems and possible solutions.
- 9. The Provider will keep MaineDOT informed as to changes in its rates and key personnel.
- 10. Information from monthly regional Business Review meetings outlining accomplishments and issues to be addressed.

These progress reports shall be submitted to MaineDOT **monthly**, regardless of whether or not payments are due. Failure to submit could result in non-payment of the invoice or a determination of cause for default, and shall be recorded in the Provider's Performance Evaluation. If work is temporarily delayed, the Provider may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Provider will be responsible for addressing any action that may be required in order to keep the project on schedule.

MaineDOT shall have a period of fifteen (15) business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Provider will make any revisions and corrections requested by MaineDOT.

Additional Services and Schedule

All requests for additional services must be submitted in writing to the Contract Administrator or Designee, outlining both the scope and the cost. MaineDOT will issue a written modification after both MaineDOT and the Provider agree on the services to be performed, as well as the cost of same. The Provider shall not proceed with the work until a written modification has been executed by MaineDOT.

Time

Schedule

The Provider shall perform its work in accordance with the timeframes set forth in the Contract.

Extensions

If during the process of the work it is necessary to change or extend a date due to circumstances beyond the Provider's control, a request in writing shall be made to MaineDOT within ten (10)

days of the circumstances giving rise to said change. This request will include an estimate of any additional costs. Any requests of this type will also be noted in the Monthly Project Status Report.

Late Delivery

If the Provider fails to perform work within the timeframes indicated in the Contract, including any pre-approved time extensions granted by MaineDOT and for reasons unrelated to performance by MaineDOT, and MaineDOT reasonably determines that such a failure causes a financial impact on MaineDOT, said failure shall be recorded in the Provider's performance evaluation and used as part of MaineDOT's selection process for future projects.

Compensation and Payments

Invoicing

The Provider will be paid in accordance with the payment method agreed upon in the Contract. The Provider will submit a monthly invoice for labor (including overhead and profit) and a separate monthly invoice for Parts and commercial charges, grouped accordingly.

Submission of Invoices

The Provider will adapt its billing and invoice processing system to fit into the MaineDOT's current workflow process. The Provider will submit monthly invoices to MaineDOT's Contract Administrator or Designee. Invoices shall be submitted in a form acceptable to MaineDOT and accompanied by supporting documentation, including but not limited to, receipts, timesheets and one copy of a Progress Report. The progress report must:

- 1. Correspond to the invoice and;
- 2. Outline the work completed during that invoice period.

MaineDOT is not required to make any payment until these documents are received, reviewed and accepted.

Payment on Invoices

Payment for services shall be made in accordance with the terms negotiated in the Contract. Invoicing will be based upon the certified payroll for costs incurred during the previous period plus reimbursement for out-of-pocket expenses. Requests for reimbursement of out-of-pocket expenses must be accompanied by receipts.

MaineDOT's review of, approval of, acceptance of or payment thereof, for services provided under the Contract will not be construed to be a waiver of any right(s), claim(s) or damage(s) under the Contract or any cause of action arising out of the contractual performance.

Semifinal Estimate

When 80% to 90% of the total cost estimate (including modifications) has been expended under the Project Contract, the Provider shall develop a detailed estimate of the dollar amount and work hours necessary to complete the work, including an explanation of where and why any overruns are anticipated to occur. If MaineDOT is satisfied that sufficient justification exists, a contract modification with a revised maximum amount may be approved.

Final Invoice

The Provider must make a notation on the final invoice stating that it is the "Final Invoice". This invoice must be accompanied by the "Certification of Final Sub-Contractor Payment" form.

Payment

Upon MaineDOT's receipt and acceptance of all required deliverables and services, including but not limited to plans, reports and documents, MaineDOT will pay the total cost as defined in the Contract, less previous payments to the Provider. This payment shall constitute payment in full for all acceptable work performed under the Contract.

In the event of any termination as outlined within these General Conditions, the Provider may be entitled to invoice MaineDOT for all acceptable work performed through the effective date of termination.

In the event that a Contract is terminated without completion of the services specified in the Contract, the total cost of the work satisfactorily completed, in addition to a percentage of the Fixed Fee (when applicable) proportional to the amount of work completed, shall constitute payment in full for the Contract.

Maximum Amount Payable

The total estimated cost of the project shall be stipulated in the Contract. The amount must not be exceeded without a written contract modification between the Provider and MaineDOT. The work is to be completed as economically as possible and will be subject to review by MaineDOT.

Maximum Reimbursement

MaineDOT has an established policy regarding salary and overhead limits. The Provider and sub-contractors are required to conform to these limits. Providers exceeding these limits may request a waiver prior to execution of the Contract by completing MaineDOT's Wage Rate Waiver Request Form (Appendix G).

Fair and Reasonable Cost

In order to comply with federal regulations regarding reasonable costs, MaineDOT has established a policy of reviewing Provider salaries to ensure conformance with this regulation.

No Inflation Adjustments/Interest

No payments due the Provider shall be adjusted for inflation. No interest shall be due or payable on any payment due the Provider, regardless of any statement on billing invoices.

Direct Expenses

Direct Expenses, as defined by 48 CFR Part 31; such as telephone, tolls, reproduction costs, travel costs and approved sub-contractor(s) costs, shall be billed at actual cost. Mileage and per diem will be billed in accordance with the guidance set forth below. MaineDOT does not allow any mark-up on direct expenses or sub-contractor costs. Direct expenses must be pre-approved by the Contract Administrator or Designee and be done at the direction of MaineDOT.

Mileage shall be paid at the current amount allowed by the State of Maine, Title 5, M.R.S.A. §1541.

Per Diem (meals which require an overnight stay and lodging) will be in accordance with State of Maine, Title 5, M.R.S.A. §1541 policy and will not exceed the current amounts allowed by the State of Maine. This information can be found on the MaineDOT's Contract Procurement Office (CPO) website under "Quick Links" and "Doing Business with MaineDOT".

If the Provider wishes to be reimbursed for meals and lodging the Provider must receive approval from the Contract Administrator or Designee prior to placing an employee in overnight status. Consideration will be given based on the following:

- 1. Round trip commute from the Provider's residence to the project location exceeds 150 miles per day.
- 2. The cost of lodging and meals prove to be more cost effective than commuting.
- 3. The number of hours the Provider is required to work in a day.

When the Provider is in approved overnight status, the commuting mileage between public lodging or project residence and the project shall not exceed 30 miles round trip per day. Up to 10 additional miles will be allowed to obtain noon meals. Exceptions may be granted by the Contract Administrator or Designee on a case by case basis, based on the project location and lodging availability.

MaineDOT uses the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem allowed for meals and lodging reimbursement. When overnight travel is required as part of the project contract, all travel costs must be documented in accordance with federal regulations and must comply with the Provider's own travel reimbursement policies and are not to exceed federal per diem rates. For any travel not in overnight status, individual meals will not be reimbursed.

 <u>Meals</u> – If it is the Provider's policy to reimburse its employees utilizing per diem rates, the Provider will <u>not</u> be required to submit receipts when invoicing MaineDOT at the per diem rate for meals. If the Provider's policy is to reimburse employees for the actual cost of meals, the Provider <u>will</u> be required to submit receipts when invoicing and MaineDOT will reimburse the Provider for the actual amount up to the per diem rate.

In highly limited instances, when a contractually required meeting can only be held during generally recognized meal times, and providing food is an essential component for the attendees, properly documented and reasonable costs may be reimbursable only with prior written authorization from both the Federal program funding source and the contract's Program Manager.

- 2. <u>Lodging</u> MaineDOT reimbursements will not exceed the per diem amount and receipts are <u>always</u> required.
- 3. <u>Reproduction Costs</u> Cost to reproduce plans for submittal to MaineDOT is considered a direct expense and shall be charged at actual costs. Any reproduction cost incurred for the Provider's internal use is considered an overhead expense and not chargeable as a direct expense.
- 4. <u>Travel</u> The Provider must ensure that travel costs incurred are reasonable and obtained at the most economical price. MaineDOT will reimburse airfare at the economy class rate. All purchases of air travel must include written quotes that have been requested by at least three qualified sources for the required itinerary. Written documentation of the quotes should include, at a minimum, the name of the agency person obtaining the quote, the date and time of the quote and the travel agency from which the quote was obtained.
- 5. <u>Sub-Provider Payments</u> Per 49 CFR 26.29 the Provider may invoice MaineDOT for the sub-contractor costs that are treated by the Provider as accrued, due to such costs having been billed to the Provider, and recognized by the Provider and MaineDOT as a valid and undisputed "due and payable". By submitting accrued yet unpaid sub-contractor costs for

reimbursement, the Provider agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as reimbursable accrued sub-contractor costs shall be paid to the sub-contractor.

Amounts Due MaineDOT

MaineDOT may deduct sums otherwise due the Provider for actions inconsistent with contractual requirements. Where the sums to be deducted are more than the funds otherwise due the Provider, the Provider shall remit all amounts due MaineDOT within 30 days of demand by MaineDOT. MaineDOT reserves the right to be reimbursed by the Provider for the following:

- 1. Payment(s) made for work that fails to meet professional standards of construction engineering and inspection;
- 2. Overpayments or incorrect payments identified by audit finding;
- 3. Costs that, due to actions by the Provider, are found to be ineligible for Federal/State Funding, and/or not in compliance with MaineDOT standards.

These reimbursements may be recovered through an action in law or through equitable rights of set-off. MaineDOT shall promptly notify the Provider of any such claim for reimbursement and give the Provider full opportunity to defend itself.

Damages

Time is of the essence in the delivery of Parts and in the event of delay(s) in the delivery of Parts, MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damages by reason of such delay, it is therefore agreed upon that the amount to be paid by the Provider will be calculated by MaineDOT on a case-by-case basis for each calendar day of delay in delivery as liquidated damages and not as a penalty.

Set-Off Rights

MaineDOT shall retain all of its common law, equitable and statutory rights of set-off. These rights shall include but are not be limited to, the State's option to withhold for the purposes of set-off monies due the Provider under a specific Contract up to any amounts due and owed to MaineDOT with regard to this Contract, any other Contract or any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owed to the State for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.

This Set-Off provision shall survive any termination or expiration of the Contract.

Non-Appropriation

Notwithstanding any other provision of this agreement, if MaineDOT does not receive sufficient funds to fund the Contract, if funds are de-appropriated, or if MaineDOT does not receive legal authority to expend funds, then MaineDOT and/or the State of Maine is not obligated to make payments under the Agreement.

Indemnity, Insurance Waiver of Subrogation

This Section contains general requirements for indemnification and insurance by the Provider. Indemnification

The Provider agrees to indemnify, defend, and hold harmless MaineDOT and its officers, agents and employees from any and all claims, suites or liabilities arising from any negligent or wrongful act, error or omission by the Provider, its officers, employees, agents or contractors. Nothing in this section shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law.

This indemnification provision shall survive any termination or expiration of the Contract.

Insurance

Procured Insurance

All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. The Provider and sub-contractor(s) shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as Contractual obligations exist. The Provider may request a waiver for insurances that may not be applicable for the work to be performed. These requests shall be submitted to the CPO using MaineDOT's Request for Insurance Waiver Form.

Additional Insured

MaineDOT shall be listed as Additional Insured on Commercial General Liability insurance policies carried by both the Provider and sub-contractor(s) that are applicable to the Project.

Certificates of Insurance to MaineDOT

The Provider shall deliver to the CPO signed, valid, and enforceable certificates of insurance proving the coverage required by this agreement and the Contract. Such certificates shall be furnished prior to commencement of Provider services and whenever said policies are renewed thereafter during the period of the Contract.

Commercial General Liability Insurance

The Provider and sub-contractor(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by MaineDOT, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such a policy shall encompass products and completed operations, as well as contractual liability coverage.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability Insurance.

Automobile Liability

The Provider and sub-contractor(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles used in connection with the Project, including any that are rented, leased or borrowed. The limit of liability under this section shall be \$1,000,000.00 per occurrence.

Workers' Compensation Insurance

The Provider and sub-contractor(s) shall carry Worker's Compensation insurance or shall qualify as a self-insurer with the State of Maine Worker's Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Worker's Coverage.

When Required:

Pollution Liability

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Provider or its sub-contractor shall secure a pollution liability policy in addition to any other coverages required by MaineDOT. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project. Minimum acceptable limit is \$1,000,000.00 per occurrence.

Claims

Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insureds against any and all claims for death, bodily injury or property damage, even if groundless.

Compliance

The Provider shall be considered in compliance with this section when:

- 1. Procure coverage under one or separate insurance policy(ies) covering all risks arising out of performance of the Contract. In either case, a Certificate of Insurance must be submitted to MaineDOT for each policy indicating that all
- 2. Required insurance has been obtained.
- 3. Agree to provide, upon request by MaineDOT or its designee, a copy of their insurance policy.

Default, Termination or Suspension

Grounds for Default

The Provider is in default of the Contract if the Provider:

- 1. Fails to promptly begin the work under the Contract after being authorized to proceed.
- 2. Fails to perform the work with sufficient labor, equipment, or materials to assure the timely completion of the work in accordance with the schedule.
- 3. Fails to meet standards of performance as outlined in this document.
- 4. Abandons the Contract without notification and/or discontinues the performance of the work without MaineDOT approval.
- 5. Continues to perform work outside the contract period or after receipt of instructions from MaineDOT directing that work be stopped.
- 6. Fails to resume work that has been suspended as required by the Contract.
- 7. Becomes insolvent or is declared bankrupt or files for bankruptcy.

- 8. Allows any final judgment to stand against the Provider unsatisfied for a period of ten (10) days.
- 9. Makes an assignment for the benefit of creditors without authorization by MaineDOT.
- 10. In any manner, fails to perform the work in Substantial Conformity with any material provision of the Contract.
- 11. Fails to comply with these General Conditions and related Appendices.
- 12. Sharing Project information without MaineDOT's expressed written consent.
- 13. Failure to observe and comply with applicable state and federal laws.
- 14. Failure by the Provider to develop a plan to remedy any deficiencies identified through Evaluations within 14 days.

Notice of Default/Cure

Except as otherwise provided in these General Conditions, upon the occurrence of a default, MaineDOT will give a written Notice of Default to the Provider and elect its remedies as set forth below. Any delay by MaineDOT in providing a written Notice of Default shall in no way constitute a waiver by MaineDOT of any provision of the Contract. If MaineDOT determines the default is not curable, the Notice of Default shall also include the date of termination. The Provider with multiple defaults or who fails to cure default(s) that occur during the term of this Contract may, at MaineDOT's sole discretion, be prohibited from participating in future work and/or requests for proposal/qualification.

Termination

MaineDOT may, by written order to the Provider, terminate the Contract as provided in this section. Termination of the Contract or portion thereof shall not relieve the Provider of its contractual obligations for the work completed prior to termination.

For Cause

MaineDOT may terminate the Contract for cause due to the occurrence of one or more of the events of default set out in this section if the Provider fails to affect a timely cure of all defaults identified in the Notice of Default within fourteen (14) days from the date of the Notice (the Cure Period). MaineDOT, in its sole discretion, may extend the Cure Period if the Provider has initiated good faith efforts to cure said default(s) and requires a reasonable amount of additional time to complete the cure. If the Provider fails to cure the default(s) specified in the Notice of Default within the Cure period or any extensions thereof, MaineDOT may immediately terminate the Contract for cause by written Notice of Termination for Cause. In this event, any and all Provider products are the sole property of MaineDOT, and MaineDOT may enter into an agreement with another entity for the completion of the work or use such other methods that, in the opinion of MaineDOT, are required for the completion of the intent of the Contract in an acceptable and timely manner.

MaineDOT shall pay for all accepted items of work performed prior to the date of termination at the prices determined by MaineDOT. The Provider shall make all project records available to MaineDOT upon request regarding payment under this section. All costs and charges incurred by MaineDOT, together with the cost of completing the work specified in the Contract, shall be deducted from amounts otherwise due the Provider. If such expenses exceed the sum that would have been payable under the Contract, then the Provider is liable and shall pay MaineDOT the amount of such excess within 30 days of the delivery of a statement setting forth such expenses to the Provider, as applicable.

If the Provider files for bankruptcy at any time before expiration of the Contract, then the Provider agrees, if requested by MaineDOT and within 30 days of such request, to take all actions necessary or convenient to reject or accept the Contract under the executory contract provisions of the federal bankruptcy code. Upon termination for cause, MaineDOT may, at its discretion, terminate the Contract.

For Convenience

MaineDOT may terminate the Contract for convenience or for any reason that is in the best interest of MaineDOT. Terminations for reasons beyond the control of the Provider are terminations for convenience. MaineDOT shall notify the Provider of such terminations by sending a Notice of Termination for Convenience.

In case of a Termination for Convenience, MaineDOT shall pay the agreed upon prices for all accepted items of work as of the date of termination. In the event that a Contract is terminated for reasons other than those indicated above, without completion of the services specified in the Contract, the total cost of the work satisfactorily completed plus, when applicable, a percentage of the Fixed Fee proportional to the amount of work completed shall constitute payment in full for the Contract. The Provider shall make all project records available to MaineDOT upon request regarding payment under this section. Acceptable materials obtained by the Provider for the work which have not been incorporated therein, may, at the option of MaineDOT, be purchased from the Provider at actual cost and shall be delivered by the Provider to a prescribed location or otherwise disposed of as mutually agreed.

After receipt of a Notice of Termination for Convenience from MaineDOT, the Provider may also submit a claim for additional damages or costs not covered above or elsewhere in the Contract to the Contract Administrator within 60 sixty days of the effective termination date. Such claims may include such cost items as project investigative costs, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, sub-contractor(s) costs not otherwise paid for, idle labor costs if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the Contract, and any other cost or damaged item for which the Provider reasonably believes reimbursement should be made. In no event however, shall loss of anticipated profits be considered as part of any claim.

MaineDOT shall respond in writing to such claims within 60 days of receipt.

Right to Suspend Work

MaineDOT has the right to suspend any and all work at any time for any reason as it deems necessary. The Provider may receive payment for the portion of services completed through the date of suspension.

Patents and Copyrights

Data and publication rights to any documents produced under the terms of a Contract are reserved by MaineDOT. The Provider shall not copyright the material produced under the terms

of the Contract without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The parties to a Contract mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the Provider. However, the Provider agrees to and does hereby grant to MaineDOT and the United States Government an irrevocable, nonexclusive, nontransferable, and royalty free license to use any such invention in the future on any project.

The Provider shall indemnify and hold harmless MaineDOT and any affected third party or political subdivision from all claims of infringement that arise from the use of any patented or copyrighted items provided by the Provider.

Claims and Disputes

General

To preserve any claim arising out of the Contract, the parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Provider shall continue to perform its services during any dispute resolution process. If the Provider continues to perform, MaineDOT shall continue to make payments in accordance with the Contract of amounts not in dispute.

Negotiation with Contract Administrator

The Provider shall promptly notify the Contract Administrator or Designee in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Provider and the Contract Administrator shall promptly negotiate in good faith to resolve the dispute. The Contract Administrator will issue a decision within five (5) business days.

Review by Director

If the Provider desires a review of the Contract Administrator's decision, then the Provider shall promptly request in writing that MaineDOT's Director of Fleet Services review the Contract Administrator's decision. The Director or its designee(s) shall promptly notify the Provider in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review, as set forth above, the parties may proceed to mediation by selecting a mediator acceptable to both. If the parties are unable to agree upon a mediator, they will follow the process set out in Rule 16B(d)(1) of the Maine Rules of Civil procedure. The parties shall follow the procedure outlined in the AAA Construction Industry relations procedures, but shall not be obligated to use AAA.

If the parties are unable to resolve the dispute through mediation, the parties may agree to binding arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

Miscellaneous Provisions

Hazardous Environmental Conditions

MaineDOT shall give prompt written notice whenever it observes or otherwise become aware of a hazardous environment condition that affects the Project.

If the Provider or sub-contractor(s) suspect that a Hazardous Environment Condition exists, the Provider or sub-contractor(s) shall immediately notify the Contract Administrator or MaineDOT's Environmental Office at 207-624-3100. This notice requirement does not create a duty or obligation for the Provider to discover any such condition unless that duty is established by the Contract.

Controlling Laws

The agreements and contracts referred to in these General Conditions are governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Provider shall keep itself informed of and comply with all applicable Federal and State laws, rules, regulations, orders, and decrees (Law) affecting the work, including all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. If required by Contract, the Provider must also comply with applicable local laws, ordinances, and regulations in any manner affecting the conduct of work as defined by the scope of work. The Provider shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly, by or through the Provider.

Entire Agreement/Binding Effect/Modification/Assignment

This document and the related Contract represent the entire Contract between the Parties. Neither MaineDOT or the Provider shall be bound by any statement, correspondence, agreement or representation that is not expressly contained in the Contract.

The Parties, including their partners, successors, executors, administrators and legal representatives (and to the extent permitted by the Contract, the assigns of MaineDOT and the Provider) are hereby bound to each other with respect to all covenants, agreements and obligations under the Contract.

Neither MaineDOT nor the Provider may assign, sublet, or transfer any rights under or interest in (including but without limitation, monies that are due or may become due) the Contract without the express written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

- 1. Unless expressly provided otherwise in the Contract:
 - a. Nothing in the Contract shall be construed to create, impose or give rise to any duty owed by MaineDOT or the Provider to any Contractor, Contractor's sub-contractor, supplier, other individual or entity for or employee of, any of them.
 - b. All duties and responsibilities undertaken pursuant to the Contract shall be for the sole and exclusive benefit of MaineDOT and the Provider, and not for the benefit of any other party.

2. No changes are to be made to the Contract unless they are in writing and agreed upon by both parties.

Severability

The invalidity or unenforceability of any particular provision or part thereof of this agreement, shall not affect the remainder of said provision or any other provisions and this agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

Non-Waiver

If MaineDOT fails or refuses to enforce any provision in the Contract, such inaction shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of the Contract.

Force Majeure

MaineDOT 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, raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and resulting delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. MaineDOT 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.

Conflict of Interest

No official or employee of a State or any other governmental instrumentality who is authorized in his/her official capacity to negotiate, make, accept, approve or to take part in negotiating, making, accepting or approving any contract or sub-contract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and on behalf of the State.

A person or entity entering into a Contract may not have, directly or indirectly, any financial or other interest other than the performance of the Contract, in the project or in its outcome. This prohibition includes, without limitation:

- 1. Any agreement with, or other interest involving, third parties who have an interest in the outcome of the project that is the subject of the Contract;
- 2. Any agreement providing incentives or guarantees of future work on the project or related matters;
- 3. Any interest in real property acquired for the project unless such real property interest is openly disclosed to MaineDOT before the person or entity entered into the Contract, and such officer, employee or person has not participated in such acquisition for and on behalf of the State.
 - a. This section prohibits all conflicts of interest, both at the time the contracting party enters into a Contract, and during the life of a Contract.
 - b. This section prohibits situations involving an actual conflict of interest and those creating an appearance of a conflict of interest. MaineDOT may waive this prohibition or impose curative modifications on the scope of any Contract between the person or entity and MaineDOT to eliminate the conflict or the appearance of a conflict.
 - c. The Provider involved in the preparation of information that shall be used or considered in evaluations under the National Environmental Policy Act shall, by virtue of signing the Contract, attest that the Provider (a) has no financial or other interest in or commitment for, any future contract related to the design or construction of the project or any of its alternatives, (b) has no financial or other interest in said project or its alternatives or any part thereof and (c) has no other interest which, under applicable law, would prohibit the selection of said Provider to prepare an Environmental Assessment, Environmental Impact Statement, or other environmental documents for the project.
 - d. The Provider is advised to seek approval from MaineDOT prior to assigning a former State employee to any matters that were directly within that former employee's responsibility prior to their leaving MaineDOT.
 - e. All determinations made under this section shall be left to the sole discretion of MaineDOT.

Definitions / Abbreviations

Abbreviations

Abbreviations are defined in the following list.

CFR	Code of Federal Regulations
CPO	MaineDOT's Contract Procurement Office
MaineDOT	Maine Department of Transportation
MRSA	Maine Revised Statutes Annotated
OSHA	Occupational Safety and Health Administration
RFP	Request for Proposal

Definitions

Completion: Completion occurs when the Provider has finished all work pursuant to the Contract. Completion does not mean substantial Completion. Unless the context indicates otherwise, Completion does not mean Completion of physical work.

Contract: A written binding agreement between the Parties relating to a specific task or project with a defined scope of work and compensation negotiated pursuant to the General Conditions. Contracts can be "stand-alone" or negotiated under the umbrella of a general multi-year agreement.

Contract Administrator: A MaineDOT employee or designee assigned the responsibility of managing project scope, budget, and schedule.

Detailed Scope of Services or Work: A clear, accurate, and detailed description of the technical requirements for the services to be rendered, how the work must be conducted, how achievements will be assessed, and the obligations of both the Provider and MaineDOT.

Deliverables: A thing of value that the Provider delivers to MaineDOT in exchange for consideration from MaineDOT pursuant to the terms of a Contract.

Direct Expenses: Direct expenses as defined by 48 CFR Part 31; such as telephone, tolls, reproduction costs and approved sub-contractor(s) costs shall be billed at actual cost; mileage and per diem will be billed in accordance with the guidance set forth below. MaineDOT does not allow any mark-up on direct expenses and sub-contractor costs. Reproduction of plans for submittal to the Sponsor shall be charged at actual costs. Any reproduction costs incurred for the Provider's internal use is considered overhead expenses and not chargeable as a direct expense. The reimbursable costs, such as mileage, Per Diem (meals, which require an overnight stay and lodging) will be in accordance with MaineDOT's policy and will not exceed the current amounts allowed by the State of Maine. This information can be found on the MaineDOT's Contract Procurement Office (CPO) website under "Quick Links" and "Doing Business with MaineDOT".

Effective Date of General Provider Agreement or Contract: The date indicated in the Contract on which it becomes effective. If no such effective date is indicated, the date on which the Contract is signed by the last of the two parties to sign would be the effective date.

Final Audit: The audit performed by MaineDOT after the expiration of a contract. The main purpose of the audit is to review final invoicing and determine the project's actual indirect cost rate for final payment.

General Conditions: The terms, conditions, and procedures that govern how work will be performed or furnished by the Provider with respect to any Project. General Conditions normally apply to all contracts of the issuing agency. These are differentiated from Special Provisions which would only apply to an individual contract for a specific to a type of work.

Hourly Rate: The hourly rate accepted by MaineDOT for performance of work for the duration of the Contract, as outlined in said Contract.

Indirect Expense: An expense that is incurred for an entire business enterprise as a unit that cannot be traced directly to a project.

MaineDOT: Maine Department of Transportation.

Notice to Proceed: A written notice from MaineDOT to the Provider stating the date the Provider can begin work subject to the terms and conditions of the contract. The performance time of the contract begins on the Notice to Proceed date.

Overhead Costs: (Indirect Expenses) are costs that may benefit or are associated with two or more business activities but are not specifically allocated to a specific project. Some examples of overhead costs are rent, depreciation, employee recruitment and training, and general or professional insurance policy costs.

Project: Any unit of work or study for which the Provider selection is made, and a Contract entered into.

Provider: An individual or firm under contract to provide non-construction professional services for MaineDOT.

Rates: The rate paid the Provider for performance of work.

Special Provision: A provision unique to an agreement or contract which supersedes any inconsistent or conflicting clause in the General Conditions. Special Provisions shall be identified in the Contract.

Specifications: That segment of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship to be applied to the work and administration of same.

Sub-contractor: Individual or entity having a contract with the Provider to furnish services with respect to this Project as the Provider's independent professional associate, the Provider, sub-contractor, or vendor.





3. Proposal Clarifications & Exceptions

The following are provided to ensure that MANCON has accurately interpreted the terms and condition, most importantly of which are the financial penalties associated with the Fleet Parts Supply & Inventory Management Program contract.

1) The RFP indicates that parts will be sold "at cost". MANCON agrees to sell all parts "at cost". "At Cost" is defined as including all costs for delivery of the part to the MaineDOT location to include any freight, transportation fees, customs, duties, tariffs, taxes, insurance, and other similar fees. *MaineDOT agrees to this definition*.

2) The RFP indicates that "Level of Service" must be provided at each location. MANCON agrees to provide the "Level of Service" at each location. The "Level of Service" is defined as having each of the six staffed parts storerooms having at least one employee present during the locations' normal operation hours and sufficient drivers who are able to make the scheduled deliveries to the Satellite Garages. *MaineDOT agrees to this definition*.

3) There are nine specific fees for non-compliance listed on Page 29 Part VI Section C. MANCON agrees to these fees with the following caveats and clarifications:

a. For fees 1 and 2, "Stocked" items are items with 3 or more usages in the preceding 12 months per stockroom. "Stocked" items will not include any items from State Mandatory Contracts and Mandatory Sources per Part II Section B.7.a, Parts and Materials Custom-Manufactured to MaineDOT Specifications per Part II Section H., MaineDOT specified Purchasing of Winter Items per Part II Section K., and Additional Inventory Items to be Stocked but Not Procured by the Provider per Part II Section N. Any newly added "Stocked" items are given two months before being included in the 95% requirement. The 95% stocked parts requirement is measured statewide on the last day of each month. "Each Occurrence" is defined as requests for Stocked parts not fulfilled within 24 hours, excluding weekends, holidays, or other days that MaineDOT location is closed, after 5% of stocked parts requests have not been fulfilled. *Seasonal items will be excluded from this 95% requirement and associated fees.*

b. MANCON does not agree with the fee for stocking of obsolete parts. Given the definition of "Obsolete" on page 4, an item will become obsolete due to MaineDOT's actions, not MANCON's action. MANCON agrees to remove obsolete items as jointly identified with MaineDOT, but we disagree that a fee of twice the cost of the part is reasonable or fair. Further, any fee needs to specifically exclude inventory required to be



Fleet Parts Supply & Inventory Management Program RFP# 202211184



purchased by the Provider at the start of this contract and the previous contract resulting from RFP 201711184.

c. For fee 6, "Failure to maintain operational hours according to the contract: \$200.00 per hour, not to exceed \$1,000.00 per day, for that time which the awarded Bidder is unable to fulfill agreed upon operational hours", MANCON agrees to the fee when the "Level of Service" for a location is not met. See point 2) above for the "Level of Service" definition.

d. For fee 7, "Failure to provide reports within 24 hours: \$25.00 per report." and fee 8 "Failure to provide backup files within 48 hours: \$1,000.00 per incident." the 24 and 48-hour time frames need to exclude weekends, holidays, or other days that MaineDOT locations are not open. *MaineDOT agrees to b., c. and d. above.*

5) MANCON purchased the existing inventory at cost as required by RFP 201711184 Part II Section Q.3. Any existing inventory purchased in reference to RFP 201711184 Part II Section Q.3.b.i at the end of any contract with MaineDOT is to be purchased by a new Provider or MaineDOT and is not subject to any Obsolete fees or penalties. Annually, MANCON will provide a report of the remaining inventory purchased in reference to RFP 201711184 Part II Section Q.3.b.i. *MaineDOT agrees*.

6) MANCON proposes using the AssetWorks M5 / NAV interface plan described in MANCON's proposal Section III to meet the RFP FFMS interface requirement. The interface is currently tested and operational except for the PILM Enhancement which will be incorporated once MaineDOT upgrades to AssetWorks M5 version 20.1.7. The interface is based on hourly batch files to be processed by FFMS. MaineDOT is required to notify MANCON if any batch file is unable to be processed and to work with MANCON to correct the reason for the error. *MaineDOT agrees*.

7) MANCON's pricing is based on the workload requirements presented in the RFP. MANCON reserves the right to negotiate an increase to the staffing and pricing if the workload requirement is 20% or greater per region above the levels prescribed in the RFP. *MaineDOT agrees*.

8) If MANCON staff is recalled back to work after hours at MaineDOT's direction per Part II Section E.3 Emergency Operational Hours, then MANCON will invoice a minimum of two hours of overtime at the recalled employee's overtime rate by labor category and MANCON will compensate the recalled employee a minimum of two hours of overtime accordingly. *MaineDOT agrees*.

9) The Parts Catalog referenced in RFP Attachment 8 – Terms and Conditions, is understood to be a web-based system for ordering safety supplies, personal protective equipment, janitorial supplies, sanitation supplies, hand tools, and clothing and not parts for MaineDOT's vehicles and equipment. *MaineDOT and MANCON agree the current on-line catalogue will remain unchanged*.

STATE OF MAINE | AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER E Mancon's Proposed Services and Cost Proposal

DocuSign Envelope ID: 3AAF5E10-F5E7-4FF6-A2C8-78DF5A0BC454 Management Program Proposal RFP# 202211184 Section III – Proposed Services (File #3)

Submitted to:



Division of Procurement Services 111 Sewall Street Burton M. Cross Building - 4th Floor 9 State House Station Augusta, ME 04333-0009

Submitted by:



MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 Phone: 757-460-6308



2 March 2023

Disclosure Statement: The data contained in this proposal is proprietary and if made public may do irreparable harm to the company. The data contained in this proposal shall not be disclosed outside the State of Maine Government, nor shall it be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the capabilities of MANCON, LLC. If a contract is awarded to MANCON, LLC as a result of or in connection with the submission of this proposal, the State of Maine Government shall have the right to duplicate, use, or disclose these data to the extent provided for under the State of Maine Freedom of Access Act. This disclosure statement applies to all pages of the proposal.





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Cover Letter

2 March 2023

Division of Procurement Services 111 Sewall Street Burton M. Cross Building - 4th Floor 9 State House Station Augusta, ME 04333-0009

Re: Fleet Parts Supply & Inventory Management Program RFP

MANCON, LLC (hereafter referred to as MANCON), a subsidiary of Management Consulting, Inc., is pleased to submit an offer to provide Maine Department of Transportation (MaineDOT) with a proposal for a Fleet Parts Supply & Inventory Management Program supporting your Main and Sub Garages. MANCON has been in business for 39 years and is currently providing the requested logistics services referenced in the State of Maine's RFP to MaineDOT as well as multiple federal, state, and municipal government agencies. Founded by a career U.S. Navy veteran in 1983, in addition to providing on-site fleet parts management, MANCON also provides logistics, administrative, and program support services to the Department of Defense and other federal agencies.

MANCON's approach to serving MaineDOT is to staff the Main and Sub Garages with knowledgeable and responsive employees who are laser focused on expeditiously providing the right parts to MaineDOT technicians. By having the parts immediately available to accomplish preventative and corrective maintenance, MaineDOT will be capable of providing better support to your internal customers at less cost.

I would like to acknowledge several important factors in our offer:

- a) MANCON accepts this offer, the contract terms and conditions, and we will comply and act in accordance with all state and federal laws, rules, and regulations applicable to the business to be conducted under this agreement, and that MANCON shall obtain all necessary permits, pay all license fees and taxes to comply with therewith.
- b) The information contained in this proposal, or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MaineDOT are true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MaineDOT to any material facts.
- c) MANCON affirms none of our owners, agents, or their immediate family members are currently or have been an employee of MaineDOT or have any responsibility or authority





with MaineDOT that might affect the procurement transaction or any claim resulting therefrom.

- d) MANCON has not been disbarred, fined, had a contract terminated for cause or found to not be a responsible bidder on any federal, state or local government or private entity.
- e) Mr. Richard A. Clarke, President of Management Consulting Inc., Manager of MANCON, LLC, is the single point of contact through proposal acceptance, is authorized to contractually obligate the contract on behalf of MANCON, and he will negotiate the contract on behalf of MANCON while serving as the contact person for all correspondence concerning this procurement. Mr. Clarke's email is <u>rclarke@manconinc.com</u>; phone (757) 460-6308; fax (757) 457-9346. Mr. Clarke's mailing address is:

1961 Diamond Springs Road Virginia Beach, VA 23455

- f) MANCON has never received a violation concerning shipment or disposal of any used oil, used antifreeze, used refrigerant, scrap and retreadable tire casing, used batteries and battery acid or other hazardous material.
- g) MANCON acknowledges receiving RFP #202211184 Amendment #1 and the RFP Bidders Conference and Submitted Questions & Answers Summary.
- h) MANCON agrees that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the proposal due date.

It has been my pleasure presenting MaineDOT with this proposal for a Fleet Parts Supply & Inventory Management Program supporting MaineDOT's Main and Sub Garages. I look forward to continuing our service to MaineDOT.

Sincerely,

Richard A. Clarke President of Management Consulting, Inc. Manager of MANCON, LLC





1. Services to be Provided

As the incumbent service Provider to MaineDOT, MANCON has worked diligently to achieve the contractual requirements prescribed by this RFP. MaineDOT has some unique requirements for which MANCON had to develop processes, procedures, and systems to accommodate. We commit to continuing to work with MaineDOT to improve our service, and within the limits of our resources proposed herein, implement initiatives which further reduce cost, increase parts availability, and reduce vehicle downtime. Described in the following sections are both the processes that we've worked with MaineDOT to refine over the last 5 years and several changes that we intend to make to provide a better service.

1.a. Bidders shall clearly explain their proposed general and technical approach to ensure the timely and comprehensive delivery of quality services.

MANCON will staff the 5 Main Garages and 1 Sub Garage stockrooms Monday through Friday during the hours of 7:00 a.m. to 3:30 p.m. and as directed by the MaineDOT Contract Administrator or Designee (CAOD) for overtime during inclement weather, emergencies, and for increased production requirements. Satellite Camp Locations will be supported with parts issued from the supporting Main or Sub Garage and purchased from suppliers by the Main or Sub Garage stockroom staffs for delivery by MANCON or for delivery directly from the supplier. Further, to expedite parts receipt, MANCON will accommodate a process for Emergency Equipment Repair Parts/Supplies pickup by MaineDOT personnel at MANCON suppliers.

MANCON will own the parts and supplies inventory at the Main and Sub Garages which will be maintained at sufficient stocked range and depth to furnish 95% parts availability for stocked items within 24 hours of MaineDOT technicians ordering, not including non-workdays. Further, MANCON will reorder items weekly so that on hand quantities are above the set minimum quantities at all locations. Parts issued to or purchased for the Satellite Camp Locations will become the property of MaineDOT upon delivery by MANCON staff or local suppliers.

To satisfy MaineDOT's non-stocked requirements, MANCON's Main and Sub Garage staffs will generate purchase orders and place those items on order with local, regional, or national sources to satisfy MaineDOT's requested brand, part quality, immediacy of need, and/or desired price point.

MANCON's on-site stocked inventory will be tailored to support MaineDOT's equipment fleet and it will be adjusted based on changes to the fleet configuration via min/max level setting driven by historical MaineDOT demand and supplier availability and lead times. MANCON will also adjust min/max levels based on frequent communication with MaineDOT personnel. MANCON will consult with fleet leadership to determine which items are to be stocked and before introducing or removing parts from inventory.

MANCON agrees to provide Original Equipment Manufacturer (OEM) parts, supplies, and materials as required by MaineDOT. Additionally, MANCON will provide competitively priced parts that meet or exceed OEM standards or better and, within the limits of our proposed resources, we're prepared to source parts or supplies for <u>all</u> MaineDOT material requirements. When directed by MaineDOT, MANCON will furnish retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-Spec, ANSI, or other industry quality standard





required by MaineDOT. MANCON will manage and ship core returns for credit for items such as water pumps, hydraulic components, alternators, and starters in addition to disposing/recycling batteries, tires, antifreeze, and motor oil.

Material ordered by MANCON to satisfy non-stocked MaineDOT repair requirements or for shelf stock will be delivered F.O.B. Destination to the Main and Sub Garages. All material will be packaged, preserved, and marked using commercial standards with delivery over the counter to MaineDOT technicians. Parts and supplies ordered incorrectly by MANCON will be returned to the supplier without a restocking fee or shipping fee charged to MaineDOT. Damaged material will be returned to the supplier for re-issuance. As provided by the manufacturer, product warranties will convey to MaineDOT and MANCON will track installed warranty parts and manage warranty returns. MANCON will only serve authorized MaineDOT employees presenting a proper work order/parts requisition for the purpose of repairing MaineDOT vehicles and equipment. MANCON's on-site inventories at the Main and Sub Garages shall be used strictly for MaineDOT operations and needs as outlined in the RFP.

To minimize the time from part requisition to issuance, MANCON will rely on maintaining stocked parts storerooms as well as maintaining robust local supplier networks near the Main and Sub Garages and Satellite Camp Locations. Further, to streamline processes to the greatest extent possible and to facilitate transaction accuracy, MANCON will share data between our inventory management and purchasing system, Microsoft Dynamics NAV and MaineDOT's AssetWorks M5 FleetFocus Management System (FFMS).

MANCON will provide parts, supplies, and material to MaineDOT at MANCON's landed cost without any additional mark-up. MANCON will recover our fixed service fee by billing actual hours worked at the rates proposed in Section IV Cost Proposal Form.

Further, within the limits of our proposed resources, MANCON is prepared to support MaineDOT's 3rd party provided repair requirements such as windshield repair/replacement, body work, tire mount/balance, tire repair, painting, decaling, and engine overhaul. Similar to our zero-mark-up model on material purchases, MANCON will procure these 3rd party provided services on behalf of MaineDOT at no additional mark-up to the invoiced price from the vendor. MANCON will provide the following services under this agreement:

- Main and Sub Garage stockroom staffing and inventory stocking.
- Stocking and purchase of OEM, after-market, or remanufactured parts as directed by MaineDOT.
- Stocking and purchase of lubricants and fluids in package, drum, and bulk tank quantity.
- Purchase of repair services provided by 3rd party vendors.
- Repair parts and supplies purchases supporting all makes and models of MaineDOT's fleet.
- Hydraulic hose fabrication of up to one-inch lines.
- Supplier/distributor pick-up and delivery service.
- Satellite Camp Locations parts issued, purchased, and delivered from supporting Main or Sub Garages.
- Satellite Camp Locations cycle count administration.
- Accurate, substantiated, and auditable material, labor, and services billing.





- Access to material identification data and part number cross reference.
- After normal working hours on-call emergency support.
- Core returns for credit.
- Warranty tracking, management, enforcement, and returns for credit.
- Waste product collection, disposal, & recycling and hazardous material spill containment.
- Historical parts demand data collection, analysis, and reporting.
- Service level agreement driven performance measures.
- Information technology FFMS interface, Data and Reports Portal access, and custom report generation & analysis.

Throughout our relationship, MANCON will continue to be in partnership with MaineDOT to maximize fleet availability while decreasing operational costs. As a service-oriented company, MANCON will be an active participant in MaineDOT's effort to continuously improve effectiveness and efficiency. Throughout the duration of our relationship, MANCON is committed to providing parts and supplies in an expeditious manner which offers the best value for MaineDOT.

1.b. Bidders shall describe, in detail, their proposed approach to manage the contract.

MaineDOT will be supported by a combined effort of headquarters and on-site MANCON employees. Headquarters employees provide the oversight and "rules and tools" for on-site personnel who directly support MaineDOT technicians. Functions performed at our headquarters are intended to relieve our on-site personnel of activities which are not directly related to their core mission focus of providing parts and supplies in a timely manner.

Headquarters functions include program management, inventory management process control, material accounting, monthly billing, information technology (IT) hardware support, OSHA safety compliance and reporting, staff training, recruiting, hiring, onboarding, strategic sourcing, accounts payable processing, supplier invoice troubleshooting, data analysis and reporting, supplier management, project-based purchasing such as winter item orders, Data and Reports Portal maintenance and development, and FFMS interface management. The two headquarters employees fully dedicated to supporting MaineDOT are augmented by other headquarters subject matter experts to varying degrees based on MaineDOT's need for their expertise.

On-site resources and personnel, including our Operations Manager supported by two Assistant Operations Managers, will be 100% dedicated to supporting MaineDOT. The Operations Manager will be located in the Augusta Main Garage and will be responsible for all daily contract operations. The Operations Manager will be supported by two Assistant Operations Managers – one will be assigned responsibility for Regions 1, 2/6 and 3 and one will be assigned Regions 4 and 5. Each Main and Sub Garage will be supported by one Location Supervisor and at least one Parts Specialist. Other than Region 3, each Main Garage will have at least one Delivery Driver to support parts pickup and delivery. MANCON considers our on-site employees to be an extension of MaineDOT's work force implying that we expect them to be integrated into the equipment maintenance planning and execution process. MANCON's two headquarters employees dedicated to this contract will work very closely with the on-site staff to provide technical assistance as





necessary and to perform periodic on-site visits for the purpose of conducting reinforcement training, physical inventory support, and troubleshooting.

The daily activity of serving MaineDOT technicians will be accomplished by our staff at the Main and Sub Garages. Each staffed location will have a Location Supervisor assigned to manage the workforce and ensure that the location is achieving contractual performance metrics.

1.c. The Bidder shall describe the staffing structure and identify Key Personnel that would provide management oversight of the services provided under this contract.

MANCON proposes staffing the six Main and Sub Garage stockrooms with 31 employees including the three Operations/Assistant Operations Managers. By location, MANCON analyzed the work order volume, parts/services sales, parts order volume, and delivery requirements over the past five years to determine the staffing levels by labor category as summarized below.

- Statewide Support An Operations Manager, supported by two Assistant Operations Managers, will provide program leadership throughout Maine. One Assistant Operations Manager will have responsibility for Regions 1-3 and 6 while the other will manage Regions 4 and 5. An Inventory Specialist, primarily located in Augusta, will have statewide responsibility for developing comprehensive purchasing agreements, Satellite Camp Locations cycle count support, Satellite Camp Locations inventory buyback support, parts obsolescence management, and MANCON stocked inventory management.
- Region 2/6 Augusta A Location Supervisor will be supported by 3 Parts Specialists, a
 Parts Specialist (MPIN), a Shipping & Receiving Clerk, and 2 Delivery Drivers. MPIN
 management and shipping and receiving are full-time efforts and therefore we propose
 dedicated positions for both. The Shipping & Receiving Clerk will be available to drive a
 delivery vehicle if the 2 Delivery Drivers need additional support for Satellite Camp
 Location delivery and local parts pick-up.
- Region 3 Dixfield & Skowhegan Both Dixfield and Skowhegan will have a Location Supervisor and a Parts Specialist. With no dedicated Delivery Driver, the Location Supervisors and Parts Specialists will operate a delivery vehicle at both Dixfield and Skowhegan for Satellite Camp Location delivery and local parts pick-up.
- Region 4 Bangor A Location Supervisor will be supported by 3 Parts Specialists and a Delivery Driver. This proposed staffing adds a Parts Specialist position to accommodate increased workload particularly at supported Satellite Camp Locations. Bangor will benefit by having a Parts Specialist dedicated to Satellite Camp Location orders which are a substantial volume and require a higher level of coordination and service.
- Region 5 Caribou A Location Supervisor will be supported by 3 Parts Specialists and a Delivery Driver. This proposed staffing adds a Parts Specialist position to accommodate the increased workload at both the Main Garage and Satellite Camp Locations. The remoteness of Caribou plus the distance to supported Satellite Camp Locations along with the small local supplier network all present challenges which will benefit from having another Parts Specialist on staff.





Provided in Table 1 as follows is the proposed staffing by labor category and location for stockroom employees.

Table 1: Employee Staffing by Region & Labor Category						
Title	Region 1 Scarborough	Region 2/6 Augusta	Region 3 Dixfield Skowhegan	Region 4 Bangor	Region 5 Caribou	
Operations Manager		1 (Regions 1-6)				
Asst Operations Managers	1 (.	Regions 1-3 & 6	5)	1 (Regio	ns 4 & 5)	
Inventory Specialist		1 ((Regions 1-6)			
Location Supervisors	1	1	2	1	1	
Parts Specialists	3	3	2	3	3	
Parts Specialist (MPIN)	-	1	-	-	-	
Shipping & Receiving Clerk	- 1				-	
Delivery Drivers	1 2 - 1			1		
Region Totals	5	8	4	5	5	
Total FTEs			31			

In addition to the on-site employees reflected in Table 1 above, MANCON will assign two headquarters employees dedicated full-time to supporting MaineDOT, specifically, a Customer Support Manager and an Inventory Specialist. Therefore, the total number of Full Time Equivalent (FTE) employees billable to MaineDOT will be 33 MANCON personnel.

The key to MANCON's operational success is to hire highly capable local managers and supervisors with the right skill sets. Leading MANCON's effort will be an Operations Manager who has responsibility for contract execution and ensuring that MaineDOT's daily requirements are satisfied in a timely manner. Further, the Operations Manager will be MaineDOT's first point of contact for communication and resolving operational challenges. Reporting to the MANCON headquarters Customer Support Manager, the Operations Manager has access to all the headquarters' purchasing, human resources, accounting, and supply chain management expertise. This robust and responsive reach back capability facilitated by the headquarters Customer Support Team enables MANCON to better serve MaineDOT. Although the Operations Manager is the first line of communication, MaineDOT fleet leadership will always have access to the MANCON headquarters Customer Support Manager, Operations Manager, Director of Supply Chain Management, and President.

Supporting the Operations Manager will be two Assistant Operations Managers and six Location Supervisors, one assigned to each Main and Sub Garage parts stockroom. These "player-coaches" will be the focal point for all operational issues and parts stockroom staff coordination with the maintenance effort. Further, the Location Supervisors will be supported by Parts Specialists serving MaineDOT's technicians at the customer service counter and Delivery Drivers supporting supplier parts pick-up and Satellite Camp Location delivery.





Due to the customer growth and increasing sophistication of the operations, MANCON has added headquarters Supply Chain and other staff with expertise in inventory management, IT, database management, procurement, sourcing, accounting, and human resources management. In Table 2 below, MANCON provides the list of Key Personnel that will be responsible to MaineDOT for this effort, their titles, and primary duty. The professional accomplishments and background of the staff listed in Table 2 are summarized in the sections following the table. These MANCON employees have a combined 141 years of experience serving customers.

Table 2: MANCON Headquarters Support Management Staff							
MANCON Employee	Title	Primary Duties					
Rick Clarke	President	Company leadership.					
Jay Houck Director of Supply Chain Management		Day to day successful operation of MANCON's operations nationally, contractual compliance, & execution.					
Steve Muffler	Operations Manager/ Customer Support Team Lead	Management and oversight for ongoing operations.					
Amanda Bunt	Customer Support Manager (Project Manager)	Quality assurance and customer first point of contact for issue resolution during ongoing daily operations.					
Neil Winslow	Operations Manager – Implementation & Training	Transition management and recurring training.					
Tracy Ross	Chief Financial Officer & Director of Human Resources	Financial management, reporting, compliance, payroll, workforce management, benefits, & labor relations.					
Andrew Wickard	Business Development Manager	Contract development & administration.					

Rick Clarke, President

The son of MANCON's founder and second generation MANCON leadership, Rick Clarke was raised in Virginia Beach. A graduate of Kempsville High School and the University of Virginia with a degree in Applied Mathematics, Rick worked in MANCON's warehouse in the school summer breaks learning the business from the ground up. After graduation, Rick worked for a government contractor in northern Virginia for several years managing software development before returning the Virginia Beach in 1993 to serve as a MANCON Vice President. In his role, Rick implemented Information Technology systems to manage a rapidly growing business. By





1999 Rick assumed his current role as President where under his leadership, MANCON became a major provider of onsite automotive parts services throughout the United States. Rick is a graduate of Old Dominion University's Executive Development Series and he serves on the ForKids Foundation Board, a Hampton Road charity and one of the largest providers of homeless services to families in Virginia.

Jay Houck, Director of Supply Chain Management

Mr. Houck is a direct report to MANCON's President, Rick Clarke, and leads a team of inventory management, sourcing, and customer service professionals. Mr. Houck, a U.S. Navy nuclear trained aircraft carrier electrical plant operator, has worked at MANCON for the last 21 years. In his capacity as the Director, he is responsible for properly executing all requirements of the parts management contract with the City. During mobilization and throughout contract execution, Mr. Houck will work closely with the City's fleet leadership and subject matter experts to develop processes and procedures which ensure that the City has the required parts, supplies, data, reports, and billing information that the City needs to effectively perform fleet maintenance.

Steve Muffler, Operations Manager & Customer Support Team Lead

A heavy-duty parts specialist, Mr. Muffler has been employed by MANCON for 14 years and leads our Customer Support Team who has responsibility for providing support to specific customers. During this time Mr. Muffler has been involved with eight parts management contract mobilization teams including operations at the City of Tampa, the Charlotte Douglas Airport, Rochester Genesee Regional Transportation Authority, Customs & Border Protection El Paso Sector, PECO Energy, and MaineDOT. In addition to his heavy-duty parts credentials, Mr. Muffler's expertise is in the areas of warehouse configuration, inventory conversion, stockroom design, implementation planning, product sourcing, inventory management, stockroom operations, and billing procedures.

Amanda Bunt, Customer Support Manager

As MANCON's Project Manager with no other duties besides responsibility for successfully executing the MaineDOT contract, Ms. Bunt has eight years of experience supporting our fleet customers, the last four of which have been directly supporting MaineDOT. Ms. Bunt will continue in her current full time leadership role supported by Jessica Seelen performing inventory management duties. Ms. Bunt's expertise in logistics was developed during her nine years of service in the United States Navy followed by a Bachelor of Science degree in Business Administration with a concentration in Finance. Starting as an Inventory Specialist with MANCON, Ms. Bunt maintained corporate oversight of stocked inventory levels at various customer locations to ensure inventory accuracy and adequate stocking levels. She also documented processes to formalized Standard Operating Procedures that are used in our fleet parts operations. In her current role as our Project Manager, Ms. Bunt serves as the headquarters point of contact for our MaineDOT and customer staffs for daily contract execution and issue resolution.

Neil Winslow, Operations Manager – Implementation & Training

Mr. Winslow has been employed by MANCON for 15 years. During this time Mr. Winslow has been involved with nearly every parts management contract implementation. An expert using





MANCON's Enterprise Resource Planning system Microsoft Dynamics NAV, his expertise is in the areas of warehouse configuration, inventory conversion, stockroom design, implementation planning, product sourcing, inventory management, stockroom operations, and billing procedures.

Tracy Ross, Director of Finance & Human Resources

Ms. Ross is a Certified Public Accountant who has been employed by MANCON for 26 years. In addition to her duties managing the financial records, audit compliance, payroll, vendor payment, customer invoicing, the 401k plan, the healthcare trust, and cash management, Ms. Ross is also assigned as the Director of Human Resources. In this capacity Ms. Ross is responsible for employment policy, hiring policy, the benefits program, collective bargaining agreements, equal opportunity programs, and labor law regulatory compliance.

Andrew Wickard, Business Development Manager

Mr. Wickard is a career U.S. Navy Veteran specializing in supply chain management supporting the repair of ships, submarines, and Naval aircraft. Transitioning to the private sector after a 28-year Navy career, he has been employed by MANCON for 9 years focused on growing MANCON's onsite automotive parts service line of business. Leveraging the knowledge gained from managing the Navy's material used to sustain combat operations around the globe, Mr. Wickard works closely with MANCON's Supply Chain Management Division to develop and deliver fleet parts inventory management solutions for our customers. A U.S. Naval Academy graduate, Mr. Wickard also earned a Master of Business Administration from the College of William & Mary's Mason School of Business and completed the Columbia University Senior Executive Program.

1.c.1. On-site Key Personnel Resumes

Provided on the following pages are resumes for the Operations Managers and the Location Supervisors. MANCON is currently in the process of hiring an Assistant Operations Manager who should be in place in the very near future. Additionally, MANCON will hire a Dixfield Location Supervisor as indicated in Section 1.c. These newly hired employees' resumes will be made available to MaineDOT upon request.

<u>Operations Manager – Phillip Mike Patrick</u>

SUMMARY:

Strong customer service and communication skills for over 30 years. Organized and detail oriented. Outgoing, relatable disposition. Ability to maintain positive demeanor and work ethic in stressful environments. Refined communications skills in both business and creative situations. Dedicated to group and team-oriented work, with the focus and follow-through to achieve team goals. I have obtained my Maine state inspector license and my ASE C1 Service Consultant certificate.

SKILLS:

Inventory control and management. Retail management. Customer service. Staff hiring. Warranty claims. Technical support. Job cost quoting. Organization. Telephone communication. Computer





hardware. Software installation. QuickBooks. Microsoft applications. Ability to maintain focus and meet goals while under heavy workload.

PROFESSIONAL EXPERIENCE:

Operations Manager & Location Supervisor - MANCON - Augusta, ME (Feb 2021 to Present)

Provides overall program leadership to ensure that MANCON achieves all contractual requirements and provides the highest level of customer service. Working in close coordination with MaineDOT and MANCON headquarters Supply Chain Management leadership, the Operations Manager will champion the efforts to improve efficiency, reduce operational costs, seek competitive parts pricing, improve vehicle availability, reduce vehicle life cycle costs, improve maintenance outcomes, increase productivity, and streamline operations between MaineDOT and MANCON.

Responsibilities include:

- Work with the MaineDOT Fleet Management to ensure that the contract is administered in a single and consistent manner.
- Attend customer meetings to assess problems and concerns.
- Ask appropriate questions to ensure understanding of customer requirements.
- Answer questions regarding MANCON capabilities and resources.
- Review, familiarize with and adhere to MANCON's SOPs, Manager Manual, and Safety Manual
- Investigate product complaints.
- Conduct research and answer questions regarding availability of parts.
- Monitor level of service reports
- Ensure operations are conducted in accordance with signed contract and SCM procedures.
- Perform site visits and safety inspections.
- Supervise contract employees, monitoring all job description activities.
- Review and submit timesheets to include emergency overtime.
- Investigate and resolve personnel issues.
- Hire and terminate in accordance with MANCON policies.
- Provide training on processes and procedures to new employees.
- Monitor employee performance and address problems in accordance with established disciplinary processes.
- Answer all messages phone\e-mail in a timely fashion.
- Disperse all communications between MANCON corporate and field employees as directed.
- Assist with delivery and pick-ups.
- Provide 24-hour support to MaineDOT.
- Conduct project research and provide findings.
- Train forklift trainers and operators.
- Work with MaineDOT to ensure continuity between MaineDOT Fleet Management System and MANCON's ERP system.

Service Manager - Al's Certified Auto Repair - Augusta, ME (Jul 2019 - Jan 2021)





Initiate and generate service orders. Prepare estimates of repairs needed and source parts. Assist customers with scheduling for manufactured service recommendations, schedule appointments, Communicating and assigning daily service work to technicians, schedule shuttle service for pickup and delivery of customers. Responsible for customer satisfaction and upholding customer service and cultural objectives. Team building between counter staff and shop technicians. Monitors and resolves customer complaints. Meet and exceed weekly, monthly, and yearly goals. Maintains adequate level of operating and shop supplies to

support the uninterrupted operation of the business.

Service Manager – VIP Tire and Service – Augusta, ME (Oct 2015 – Apr 2016 & Oct 2017 – Jul 2019)

Initiate and generate service orders. Prepare estimates of repairs needed and source parts. Assist customers with selecting tires and suggest routine maintenance needed. Time location and the scheduling of the service bays. Communicating and assigning daily service work to flat-rate and non-rate technicians. Responsible for customer relations and upholding customer service and cultural objectives. Team building between counter staff and shop technicians. Plans and implements programs necessary to accomplish improvement in customer service. Monitors and resolves customer complaints. Maintains adequate level of operating and shop supplies to support the uninterrupted operation of the business.

Service Manager – Hammond Tractor Company – Union, ME (Apr 2016 – Oct 2017)

Manage the service and repair shop - agricultural lawn and garden equipment. Customer relations, guaranteeing customer satisfaction Responsible for scheduling and directing workload for nine technicians and staff. Team building. Performance reviews. Opening, closing, and auditing work orders. Preparing estimates and ordering parts. Keeping technicians up to date with required training. Processing warranties. Attend monthly and quarterly meetings for review of financials. Responsible for maintaining company service vehicles.

Parts Manager - Kinsley Power Systems - East Granby, CT (Sep 2009 - Jul 2015)

Worked with parts suppliers to ensure parts were on hand as needed and in the correct quantity. Ensured each technician received the proper parts to ensure successful first-time repair of equipment. Maintained inventory levels to match the requirements of the customer and company and adjusted stock to curtail accumulation of unused or old parts. Worked with employees and customers to provide accurate part quotes for potential sales in a timely manner. Sold parts to customers to meet defined sales goals. Processed returns in a timely manner so the company received full credit from its suppliers. Managed supplier relationships and actively sought new suppliers when appropriate. Confirmed that parts were coded and available for return, so company could claim complete refund on warranty claims and or unused factory stock within specified time frames. Purchased supplies and materials for the Service Department. Assisted in the preparation of monthly reports for cycle count and picklists. Worked closely with the accounting department to ensure appropriate parts had been invoiced to the customer and regularly reconciled all open jobs and invoices. Provided superior customer service to internal and external customers.

Service Manager-Laurel City Marine & Service - Winsted, CT (Oct 2005 - Jul 2015)





Responsible for all office duties, including accounts receivable and payable. Oversaw all Service staff and made sure employees were following protocol. Maintained inventory of parts, shop supplies and equipment. Arranged and actively participated in boat pick-up and delivery service. Sales, coordination and facilitation of winter boat storage. Sales, design and coordination of dock and boat lift installations. Trained new service employees and helped them understand company policies. Created a schedule for all service staff to cover hours of operation Spoke to customers and diffused any escalated situations. Answered phones and assisted Service customers with individual needs. Oversaw appointment scheduling to make sure work was not overbooked. Assigned work to technicians in a timely matter. Opened/Closed work orders with detailed information and kept up to date. Followed-up with technicians and ensured parts were received and distributed to correct jobs and that correct parts were ordered for jobs. Followed-up with customer to let them know status of unit. Kept & maintained a clean & safe work environment. Up-sold services & accessories to customers. Obtained customer signatures on all repair orders & warranty work and got prior approval on any work needed after the original quote. Checked work to units to verify quality and work performed was satisfactory. Collected all monies owed before unit was delivered or picked up.

Service & Parts Manager – True Value Hardware – Litchfield, CT (Sep 2004 – Jun 2009)

Scheduled and oversaw customer jobs in repair shop. Responsible for staff of six employees that performed various duties such as deliveries, repairs, and setup of new equipment. Managed workload and measured performance of staff. Maintained parts ordering system for service, sales, and rental equipment. Setup, implemented, and maintained inventory control in parts department. Customer service and sales of lawn & garden equipment/supplies. Customer service and sales of residential generator systems.

EDUCATION:

Technical Career Institute – Windsor, CT Automotive Technology (1982) Northwest Connecticut Community College – Winsted, CT Computer Systems Technology (1993)

CITIZENSHIP:

Winsted Area Ambulance Volunteer – 16 years (Captain – 4 years/EMT–B) Winsted Volunteer Fire Police – 8 years (Treasurer – 5 years) Boy Scouts of America – Assistant Scout Master – 8 years Wireless Operators of Winsted (Ham operator club)

Assistant Operations Manager – Peter A. Pelletier

Profile:

Highly motivated...Builds and maintains strong customer relationships...Foster teamwork...Sets standards for high productivity...Strong sales and sales training abilities...Focused commitment...Concentrated employee engagement.

Employment History:

Assistant Operations Manager – MANCON – (Jul 2018 to Present)





Provides program leadership by supporting the Operations Manager to improve efficiency, reduce operational costs, seek competitive parts pricing, improve vehicle availability, reduce vehicle life cycle costs, improve maintenance outcomes, increase productivity, and streamline operations between MaineDOT and MANCON. Assist the Operations Manager with the day-to-day contract execution in accordance with MaineDOT's Statement of Needs. The Assistant Operations Manager will assist the Operations Manager with decision-making authority to ensure that MANCON's workforce is responding appropriately to MaineDOT's operational requirements.

Responsibilities include:

- Work with the MaineDOT Fleet Management to ensure that the contract is administered in a single and consistent manner.
- Attend customer meetings to assess problems and concerns.
- Ask appropriate questions to ensure understanding of customer requirements.
- Answer questions regarding MANCON capabilities and resources.
- Review, familiarize with and adhere to MANCON's SOPs, Manager Manual, & Safety Manual.
- Investigate product complaints.
- Conduct research and answer questions regarding availability of parts.
- Monitor level of service reports.
- Ensure operations are conducted in accordance with signed contract and SCM procedures.
- Perform site visits and safety inspections.
- Supervise District Managers, monitoring all job description activities.
- Review and submit timesheets to include emergency overtime.
- Investigate and resolve personnel issues.
- Hire and terminate in accordance with MANCON policies.
- Provide training on processes and procedures to new employees.
- Monitor employee performance and address problems in accordance with established disciplinary processes.
- Answer all messages phone\e-mail in a timely fashion.
- Disperse all communications between MANCON corporate and field employees as directed.
- Assist with delivery and pick-ups.
- Provide 24-hour support to MaineDOT.
- Conduct project research and provide findings.

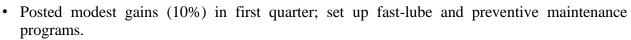
Store Manager & Assistant Store Manager – Sullivan Tire Company (Jun 2007 – Apr 2018)

- Supervision store employees, sales, service, training, procurement, and policy administration.
- Exceeded store goals & yearly growth. Set up new location. Maintained growth and profitability in two locations. Trained others in software and culture.
- Sales and service placed in top five most profitable stores in 2011.
- Individual sales of over \$9 million in products and services in last eleven years.
- Individual sales of over \$1 million in products and services 2017.
- Sold over 30,000 tires in 11 years.

Service Manager – Hartley's Chrysler Dodge Jeep Ram (Aug 2006 – Mar 2007)

• Supervision of service dept., customer service, scheduling, and warranty administration.





Supply Chain Manage

• Initiated "outside" rental fleet, eliminated loaners and added revenue stream.

Manager – Winterport Marine and Boatyard (Aug 2000 – Aug 2006)

- Supervision of the marina and boatyard operations.
- Prepared estimates for Dockworks.
- Wrote policy and safety programs resulting in lowering workman's compensation insurance premiums.
- Increased sales over 150% in four years, expanded billable services, created and wrote the "Newsletter", and increased growth by referral.

Store Manager – Yudy's Tire and Auto Center (Ace Tire) (Sep 1998 – Aug 2000)

- Created preventative maintenance program resulting in increased per unit receipts.
- Lowered operating cost; eliminated wasteful overtime, reassigned personnel, and qualified employees. Cost saving of 20% and increased profit by 15% in eighteen months. Posted modest increases after previous 3 years of steady decline.

Service, Parts, & Sales – WEBCAP (Autohaus & Subsidiaries) (May 1985 – Sep 1998)

- Supervision of Firestone Service Center and oversight of VW & Mazda Parts & Service Department.
- Coordinated advertising, hiring, scheduling, parts and equipment purchasing, warranty administration. Brought company (VW) up to top 25 of CSI ratings. 100% satisfaction in AAA ratings.

<u>Certifications</u>:

ASE A-4, A5, C1, P2, GS1 Maine State Inspection TIA Instructor

<u>Citizenship</u>:

MSAD 23 / RSU Board of Directors 2002 – 2016 MSAD 23 / RSU Board of Directors Chairperson 2007 – 2016 Hermon School Department Board of directors 2004 – 2008

<u>Scarborough Location Supervisor – Daniel Pierce</u>

Skills:

- Account Management
- Outside & Inside Sales
- Warehouse Supervisor
- Vehicle Maintenance

Employment History:

Sales Management Microsoft Office Employee Management Mechanical Knowledge





Location Supervisor and Parts Specialist - MANCON Scarborough, ME (Aug 2018 to Present)

- Meets and greets customers.
- Reviews supplied requisition forms to ensure they are properly completed (Signatures, timestamps, part numbers, descriptions, and quantities).
- Answers questions regarding availability of parts.
- Asks appropriate questions to ensure correct parts are researched and provided.
- If necessary, inspects equipment in the shop to assist in parts research.
- Researches parts for procurement utilizing vendor/manufacturer websites, publications, equipment manuals, etc. to ascertain the necessary parts to procure.
- Answers all messages (phone/email) in a timely fashion.
- Contacts appropriate vendors for pricing and to place orders.
- Informs customers when requested parts are available.
- Contacts staff to perform emergency parts pick-ups, as required.
- Provides past sales research as requested utilizing NAV.
- Checks parts availability at all MANCON locations utilizing NAV.
- Contacts other MANCON locations to request transfers of parts or obtains parts information.
- Reviews, familiarizes with and adheres to MANCON's SOPs, Supervisor Manual, and Safety Manual.

Territory Manager/Outside Sales - Camerota Truck Parts Bangor, ME (Oct 2003 - Dec 2017)

Sales of Heavy-Duty truck parts, supervision of employees, vehicle maintenance schedules, payroll, parts warehouse supervisor, computer technology, and anything connected to the day-today distribution of sales transactions, as well as on-the-road Allison transmission diagnostics.

Area Field Manager - Camerota Truck Parts Bangor, ME (Apr 1992 - Oct 2003)

CDL Class B license with "P" endorsement

Education:

Husson University, Associate Degree

Augusta Location Supervisor – William Hinkley

Skills & Experience:

- 10 years' honorable service, Aircraft Metals Technology Craftsman, United Stated Air Force.
- Responsible for the manufacturing, repair, and installation of aircraft components and systems; analyzing blueprints to evaluate capabilities, issued quotes, and scheduled timelines.
- Airframe/Aircraft 7 level inspector; responsible for the quality assurance/acceptance of completed maintenance actions ensuring proper completion of documentation.
- Non-commissioned officer in charge of unit's supply chain; researched/ordered parts, and materials; coordinated with vendors, received inventory, issued and billed in accordance with policies and procedures, acted as approving official for special requests.
- Certified in metals processing and heat treating; analyzes metal conditions, tests metals properties for acceptance per technical data.
- 8 years' supervisory experience. Supervised, trained, and qualified, subordinates in all technical





tasks, safety methods, documentation, and procedures in various working environments.

- Headed sections weld certification program, developed policies and procedures. Identifying and accepting samples per technical data for NDI final inspection.
- Quick learner. Motivated, eager to learn new techniques, skills, and procedures.
- Parts Specialist; research, order, receive, and deliver parts. Serving MaineDOT, to ensure continued operations. Working with a host of vendors to acquire assets on time.
- Utilized CNC programming skills to manufacture high tolerance parts on various mills and lathes.
- Maintained \$1 million in welding and machining equipment with a 100% QA inspection rating.
- Designed, welded, heat treated, fabricated, and machined precision tools, components, and assemblies for aerospace systems, and related support equipment.
- Maintained, and inspected tools, machinery, and inventory in work centers. Attention to detail in all tasks preformed. Consistently looking to improve processes and increase efficiencies.
- Implemented new filing procedures for parts requests, streamlining sales/billing actions, allowing for increased efficiency, and continuity.
- Volunteered to take over MANCON's steel program; received praise from MaineDOT fabrication supervisors for timely completion of billing/documentation, and attention to work center needs.
- Extensive training and use of company programs including: AssetWorks M5, NAV, and Data & Reports Portal. Trained new employees on use, procedures, and importance of accuracy.
- Responsible for accountability of shop tools and equipment. Zero QA fails in 10 years.
- Forklift trained and certified at various locations. Extensive use of all classes.

Employment History:

Location Supervisor & Parts Specialist - MANCON Augusta, ME (Jun 2020 to Present)

- Meets and greets customers.
- Reviews supplied requisition forms to ensure they are properly completed (Signatures, timestamps, part numbers, descriptions, and quantities).
- Answers questions regarding availability of parts.
- Asks appropriate questions to ensure correct parts are researched and provided.
- If necessary, inspects equipment in the shop to assist in parts research.
- Researches parts for procurement utilizing vendor/manufacturer websites, publications, equipment manuals, etc. to ascertain the necessary parts to procure.
- Answers all messages (phone/email) in a timely fashion.
- Contacts appropriate vendors for pricing and to place orders.
- Informs customers when requested parts are available.
- Contacts staff to perform emergency parts pick-ups, as required.
- Provides past sales research as requested utilizing NAV.
- Checks parts availability at all MANCON locations utilizing NAV.
- Contacts other MANCON locations to request transfers of parts or obtains parts information.
- Reviews and adheres to MANCON's SOPs, Supervisor Manual, and Safety Manual.

<u>Line Supervisor</u> – Auburn-Lewiston Airport (Aug 2018 – Nov 2019) <u>Welding Leader/Kitting Specialist</u> – Modula Inc. (Sep 2016 – Jan 2018)





Machinist/Welder/Supervisor – United States Air Force (Aug 2005 – Oct 2014) Behavioral Specialist – John F. Murphy Homes (Sep 2001 – Aug 2005)

Supervision:

- Managed Fixed Base Operations Auburn-Lewiston Airport; Oversaw daily operations, developed process improvement plans, established employee work schedules, conducted interviews, trained employees in compliance with all applicable regulations.
- Front line supervisor USAF; trained subordinates on shop techniques, maintenance actions, and safety procedures, conducted formal/informal evaluations, disciplined/ recognized employees as needed. Awarded supervisor of the quarter.
- Spearheaded tiger task team, responsible for identifying, reporting, and fixing cases of waste and abuse. Earned top tier recognition for outstanding performance.
- Directed maintenance actions for 1st and 2nd shift operations. Ensured continuity and completion of daily production schedule for on time turn over and coordinated with various agencies.
- Managed sections HAZMAT program; developed policies and procedures, increased sections QA pass rating from 72% to 100%, earning QA honor role.
- Supply Manager; researched/verified supply requirements, kept up to date on new requirements, received supplies on-time and on-budget, ensuring capabilities existed to preform assigned duties. Awarded Supply Officer of the Quarter.
- Directed shop safety program; Maintained policies and procedures for all safety and health functions, trained subordinates, and drafted/filed safety reports as required, fostering an atmosphere of safety first on and off duty.

Education & Certification:

USAF Aircraft Metals Technology Apprentice Course (Oct 2005 – Mar 2006) Community College of the Air Force (60 Credits) (Sep 2007 – Sep 2014) USAF CNC Programmers Course (Certificate Earned) (Mar 2007) USAF Advanced Metals Processing Course (Certificate Earned) (May 2009 – Jun 2009) Airman Leadership School (Diploma Earned) (Jul 2011 – Sep 2011) University of Southern Maine, Leadership Studies (92 Credits) (Jan 2015 – Present)

Skowhegan Location Supervisor – Thomas Green

Professional Summary:

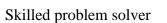
Organized manager with 3 years of experience supervising employees. Delegates assignments to promote efficiency in all facets of company processes. Results-oriented Location Supervisor focused on transforming customer service, reducing costs, inventory management, and increasing vehicle uptime. Excellent communicator with 5 years in a demanding call center environment as a Customer Service Representative.

Skills:

- Customer service Shipment processing
- **Employee relations**

Storeroom Stocking





• Sales and marketing

Employment History:

Location Supervisor – MANCON Skowhegan, ME (Jul 2018 to Present)

- Meets and greets customers.
- Reviews supplied requisition forms to ensure they are properly completed (Signatures, timestamps, part numbers, descriptions, and quantities).
- Answers questions regarding availability of parts.
- Asks appropriate questions to ensure correct parts are researched and provided.
- If necessary, inspects equipment in the shop to assist in parts research.
- Researches parts for procurement utilizing vendor/manufacturer websites, publications, equipment manuals, etc. to ascertain the necessary parts to procure.
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- Provides past sales research as requested utilizing NAV.
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- Reviews and adheres to MANCON's SOPs, Supervisor Manual, and Safety Manual.

Manager - Genuine Parts Company (Oct 2015 - Jul 2018)

- Strengthened existing customer relationships through extensive communication.
- Supervised a weekly schedule of projects and anticipated the timelines for specific milestones and completion.
- Scheduled weekly inventory pickups and deliveries with vendors.
- Participated in physical inventory counts.
- Described product to customers and accurately explained details and care of merchandise.
- Answered customer telephone inquiries promptly and in a helpful manner.

Transportation Supervisor – MaineDOT (Jun 1986 – Jul 2013)

- Forecasted manpower requirements based on daily workload and company targets.
- Picked up incoming stock and delivered materials to designated locations.
- Equipment operator.

Education:

Skowhegan Area High School – Skowhegan, ME

Bangor Location Supervisor - Shaine Maynard

Self-motivated individual with over 15 years of supervisory and managerial experience in diverse settings. Recognized as dependable with the ability to problem solve, multitask, strong computer skills, training and oversee a multitude of responsibilities with the desire to grow as a professional.



Computer literate

Dependable





Skills and Qualifications:

- Leadership including training and development of up to 24 stores, managers, and over 150 employees.
- Excels in client relations and customer satisfaction.
- Public speaking including associate and management meetings as well as training seminars.
- Efficiency and organization in planning, project management, schedules, task coordination and travel.
- Development of several documents used companywide for HR, LP, and general organization of daily tasks.
- Awards for sales, organization, leadership, training as well as the production at 3 flagship stores.
- Well known for driving positive gross profit within several struggling locations in multiple companies.
- Over 20 years of inventory control within a variety of business.
- Ranked 9th out of 5500 stores 2010-2013 for best inventory control.
- Ran inventory team from 2009-2013 averaging 1-3 physical inventories weekly.
- Excelled in maintaining shrink control operating a \$1.5 million inventory.
- Working knowledge with PowerPoint, schedulers, and inventory systems.

Employment History:

Location Supervisor – MANCON Bangor, ME (Dec 2020 to Present)

- Meets and greets customers.
- Reviews supplied requisition forms to ensure they are properly completed (Signatures, timestamps, part numbers, descriptions, and quantities).
- Answers questions regarding availability of parts.
- Asks appropriate questions to ensure correct parts are researched and provided.
- If necessary, inspects equipment in the shop to assist in parts research.
- Researches parts for procurement utilizing vendor/manufacturer websites, publications, equipment manuals, etc. to ascertain the necessary parts to procure.
- Answers all messages (phone/email) in a timely fashion.
- Contacts appropriate vendors for pricing and to place orders.
- Informs customers when requested parts are available.
- Contacts staff to perform emergency parts pick-ups, as required.
- Provides past sales research as requested utilizing NAV.
- Checks parts availability at all MANCON locations utilizing NAV.
- Contacts other MANCON locations to request transfers of parts or obtains parts information.
- Reviews and adheres to MANCON's SOPs, Supervisor Manual, and Safety Manual.

Crew Member – Dunkin Donuts, NH, ME (2019 – 2020)

Store Manager – Dollar Tree, Tilton, NH (2017 – 2019)

Team Lead – Belknap Landscape, Gilford, NH (2015 – 2017)

General Manager – Advance Auto Parts, Concord, NH (2013 – 2015)

Assistant District Manager - Radio Shack, Concord, NH (2007 - 2013)





Caribou Location Supervisor - Stewart L. Curtis Sr.

Professional Summary:

Experienced automotive parts professional adept at keeping the parts organized, professional and running at peak efficiency. Proactive problem-solver and demonstrated leader with 13+ years of experience in the industry.

<u>Skills</u>:

- Attention to detail
- Vehicle operations knowledge
- Proficient in AssetWorks M5
- Team collaboration
- POS system knowledge

Excellent communication skills Sales experience Goal-orientated Strong work ethic Reliable

Employment History:

Location Supervisor - MANCON Caribou, ME (Jul 2018 to Present)

- Meets and greets customers.
- Reviews supplied requisition forms to ensure they are properly completed (Signatures, timestamps, part numbers, descriptions, and quantities).
- Answers questions regarding availability of parts.
- Asks appropriate questions to ensure correct parts are researched and provided.
- If necessary, inspects equipment in the shop to assist in parts research.
- Researches parts for procurement utilizing vendor/manufacturer websites, publications, equipment manuals, etc. to ascertain the necessary parts to procure.
- Answers all messages (phone/email) in a timely fashion.
- Contacts appropriate vendors for pricing and to place orders.
- Informs customers when requested parts are available.
- Contacts staff to perform emergency parts pick-ups, as required.
- Provides past sales research as requested utilizing NAV.
- Checks parts availability at all MANCON locations utilizing NAV.
- Contacts other MANCON locations to request transfers of parts or obtains parts information.
- Reviews and adheres to MANCON's SOPs, Supervisor Manual, and Safety Manual.

Parts Salesman - NAPA Caribou, ME (Aug 2014 - Jul 2018)

- Researched vehicles parts via catalogs and electronic means.
- Delivered merchandise to outside locations for use in vehicle repairs.
- Completed all sales and service documentation for customer and business records.
- Responded to customer questions and request in a prompt and efficient manner.
- Greeted customers via telephone and in person to answer questions, resolve concerns and complete sales.
- Adhered to company guidelines for performance and compliance.

Delivery Driver - Clukey's Parts & Equipment Inc. Caribou, ME (Jun 2005 - Jul 2014)





- Completed and submitted all necessary logs and paperwork daily.
- Verified that vehicle inspection stickers and registrations were current.
- Submitted receipts and money received from deliveries at the end of each shift.
- Completed all documentation neatly and accurately.
- Inspected truck equipment and supplies and reported problems and safety hazards to supervisor.
- Maintained warehouse and exterior cleanliness.
- Loaded truck and properly secured items to prevent damage during transportation.
- Foster positive working relationships with customer by responding to their questions and concerns.

Sanitation Crew/Breaker - McCain Foods Easton, ME (Oct 2004 - Jun 2005)

- Ensured all health and safety guidelines were followed.
- Maintained necessary level of communications between shifts.
- Sanitized the production floor during shifts.
- Covered different positions breaks by completing their assigned tasks.

Education:

Easton Junior-Senior High School - Easton, ME

With 500 employees, MANCON takes recruiting, hiring, and training capable employees very seriously. We recognize the importance of retaining qualified personnel to work at the Main and Sub Garages. A stable, productive, and highly qualified workforce is critical to successfully providing the service that MaineDOT needs to accomplish maintenance and to achieve the required number of available vehicles. After more than 39 years in business, MANCON understands that satisfied employees are more likely to remain employed with the company and therefore, we treat employees fairly and compensate them with competitive wages and benefits. Our compensation programs are comprehensive, cost effective, and have proven successful at retaining quality employees who are provided pay and benefits which are commensurate with industry standards for managerial and hourly employees.

1.d. Bidder is to clearly identify the name of the person who will be the primary contact person, as well as an alternate contact person.

MANCON's primary and alternate points of contact for the Regional Contract Managers (RCM) and for daily operational matters will be our Operations and Assistant Operations Managers, Phillip Mike Patrick and Peter Pelletier respectively. MANCON's Customer Support Manager, Amanda Bunt, will be the primary point of contact for the Contract Administrator or Designee (CAOD) while Jessica Seelen will serve as an alternate contact if Amanda is unavailable. While both Amanda and Jessica are involved with daily operational duties such as interface data correction, inventory level setting, cycle count processing, and human resources management among others, Amanda is the focal point for major program issues, improvement initiatives, recurring challenges, periodic program reviews, and service level changes.

1.e. The Bidder shall identify specific project team members that would provide day-to-day services, existing or planned service offices, available equipment, sub-contractual





arrangements, and/or any other relevant information to demonstrate the Bidder's capacity and capability to perform the solicited services.

The project team members will consist of the Headquarters Customer Support Manager and Inventory Specialist plus the 31 FTEs reflected in Table 1 who will provide day-to-day oversight and contract execution. MANCON manages our geographically dispersed workforce of 500 employees at our office located in Virginia Beach, VA. The contract will continue to be managed from our Virginia Beach office with no plans for establishing additional service offices.

MANCON does not require any additional MaineDOT assets aside from those which have been described in the RFP. Specifically, MANCON will acknowledge by signature receipt the use of MaineDOT's designated stockroom space, storage aids, shelving, racks, computers, printers, and any other MaineDOT provided asset. MANCON will provide our staff with receiving tablets, filing cabinets, furniture, shop equipment, office machines, recycling equipment, cell phones, vehicles, pallet jacks, spill containment equipment, office supplies, shipping boxes, and other items that we determine to be necessary to properly service MaineDOT. All items provided by MaineDOT to MANCON will be returned to MaineDOT at the end of the contract in the same physical condition less normal wear and tear from usage.

MANCON-owned and operated vehicles to provide supplier pick-up and delivery, management mobility, distribution among the Regions, Satellite Camp Locations parts delivery, and Satellite Camp Locations excess parts buy-back assistance are reflected in Table 3 as follows. All vehicles will be suitable for parts delivery plus one box truck which will operate from Augusta for the purpose of distributing parts and catalog orders to other Main and Sub Garage parts stockrooms. MANCON's delivery resources are exclusively operated for pick-up and delivery of parts and supplies in support of the MaineDOT contract. Note that MANCON reduced the vehicle count relative to the current contract to align with the delivery requirement from our experience over the past five years.

Table 3: MANCON Vehicles by Region & Operator					
Operator	Region 1 Scarborough	Region 2/6 Augusta	Region 3 Dixfield Skowhegan	Region 4 Bangor	Region 5 Caribou
Operations Manager			1		
Asst Operations Managers		1			1
Parts Specialists	-	1	2	1	1
Delivery Drivers	1	2	-	1	1
Region Totals	1	3	2	2	2
Total Vehicles			13		

No sub-contractors will be used to perform any tasks. All personnel providing stockroom support under this contract will continue to be MANCON employees.

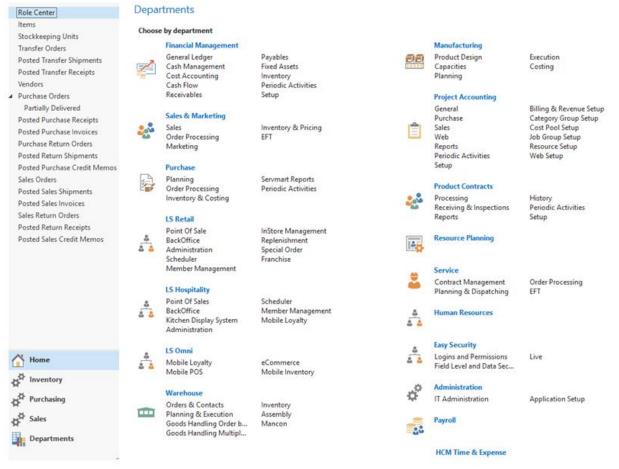




1.f. A detailed description of the computer technology the Bidder would use in implementing the parts and supplies operation, including its interoperability with other vendor's asset management systems, in particular, those of municipalities and other governmental agencies, as well as the extent to which it is able to generate data that is accessible to key data users, and whether or not it can be manipulated in a user-friendly manner. If applicable, make note of all tasks to be delegated to sub-contractors.

1.f.1. Computer Technology Parts Information System

As mentioned earlier, MANCON's ERP system for financial management, invoicing, purchasing, inventory management, payroll, and project management is Microsoft Dynamics NAV. This fully integrated procurement, supply, and financial system ensures data integrity and accuracy of every transaction or system record. Accessible via the Web, MANCON will use MaineDOT's computers and internet connection at the Main and Sub Garages so that MANCON employees can access NAV, conduct parts research, and order parts via vendors' Web sites. The following NAV screen shot provides a view of the modules which are used for managing inventory, shipping, receiving, forecasting, procurement, financials, accounting, payroll, and their associated reporting.



NAV's inventory management functionality, the backbone of the application, provides the business measures required to effectively run the operation such as monitoring and reporting on the status of on-hand inventory balances, parts on order, parts on back order, parts usage, services





usage, costs, billing information, and historical data on vehicles and equipment. The inventory management features are designed to help maintain optimal inventory levels, control inventory costs, and track inventory turns. Some of the key features and components are detailed below:

- Item Cross Reference Multiple part numbers can be associated with a single item to support multiple vendor item numbers, barcode numbers, and customer item numbers.
- Item Substitution Provide multiple equivalent item numbers available to substitute for an item if it is unavailable or it has a long lead time.
- Multiple Stock Locations Multiple stock locations are fully supported.
- Item Information Allows for categorizing items using categories and subcategories.
- Item Vendors A primary and unlimited number of alternate vendors are tracked for each item number. NAV tracks purchase cost for each item number/vendor combination.
- Physical Inventory Provides a complete physical inventory subsystem to streamline physical counts and variance reporting.
- Inventory Reports An extensive set of inventory reports is provided.
- Ad hoc Reports MANCON can develop reports on all the data processed through NAV.
- Purchasing Module Fully integrates purchasing system for controlling purchases, receiving material, inventory, and processing returns to vendors.

MANCON is currently preparing to transition our instance of NAV to Microsoft's subscriptionbased offering referred to as Microsoft Dynamics 365 Business Central during the first contract year. Business Central is essentially NAV delivered via Microsoft's cloud. This transition should be seamless to our customers, although it will produce benefits to both MANCON and our customers. So rather than MANCON hosting NAV on our headquarters' servers with remote data backup, Business Central is hosted at Microsoft's data centers dispersed throughout the U.S.

Operating from Microsoft's cloud significantly reduces the risk of system downtime to due server unavailability while also improving data recoverability because the application is running across Microsoft's network of data centers. Additionally, rather than continually upgrading NAV software to maintain the most current functionality, as Microsoft makes software changes, enhancements, and security patches to Business Central, MANCON benefits. Not only is continuous NAV upgrading expensive, but it also consumes considerable staff resources to configure the system for upgrade which can be better used focusing on MaineDOT's requirements. Lastly, Business Central offers Business Intelligence tools which will facilitate data access and reporting. MANCON remains committed to investing in our business systems so that our information technology keeps pace with industry standards and the most useful functionality for serving MaineDOT.

1.f.2. MANCON's Software Interoperability Capability

NAV has the features of a modern ERP system which, along with the underlying SQL database, allows NAV to be interoperable with other software systems. NAV can use Application Programming Interface (API), Electronic Data Interchange (EDI), and flat text files among other methods to communicate transactions between systems. To achieve interoperability with FFMS, MANCON will continue to use an hourly flat text file to transmit transaction data to MaineDOT.





Should MaineDOT switch asset management systems, as demonstrated in Table 4, MANCON has significant experience with numerous fleet management software systems used by municipalities and governmental agencies. Note that MANCON has successfully achieved interoperability with nine different software systems.

Table 4: MANCON Fleet Maintenance System Interoperability							
Customer	Fleet Management IT System	MANCON IT Interface					
Virginia Department of Transportation (VDOT)	Cardinal & AssetWorks FleetFocus M5	Flat transactional data file to Cardinal which subsequently passes data to AssetWorks M5. Daily flat file saved to MANCON's servers and pulled by VDOT via ftp (file transfer protocol).					
Ohio Department of Transportation (ODOT) AgileAssets		Flat transactional data file generated by MANCON daily which is pushed to ODOT's ftp server for interface with AgileAssets.					
City of Tampa	FASTER Win	Flat transactional data file generated daily by MANCON pulled by Tampa via ftp.					
City of Detroit PECO Energy New Castle County MaineDOT New Jersey DOT	AssetWorks FleetFocus M5	Flat transactional data file generated daily by MANCON.					
City of Charlotte	FASTER Web	Flat transactional data file generated by MANCON daily which is pushed to Charlotte's ftp server for interface with FASTER Web.					
Rochester Genesee Regional Transportation Authority	AssetWorks Trapeze	Flat transactional data and inventory balance files generated hourly by MANCON.					
City of Harrisonburg	Flagship Fleet Maintenance	Flat transactional data file generated daily by MANCON.					
City of Fort Lauderdale	Collective Data	Flat transactional data file generated every 15 minutes by MANCON.					





Table 4: MANCON Fleet Maintenance System Interoperability					
Customer	Fleet Management IT System	MANCON IT Interface			
U.S. Navy	Maximo Asset Management	Flat transactional data file generated by MANCON on demand.			

1.f.3. Data Accessibility

MANCON will make available all records, reference files, instructions, and reports that MaineDOT requires including, but not limited to, the following:

- Records, Books, & Correspondence
- Periodic & Ad Hoc Reports
- Purchases & Special Orders

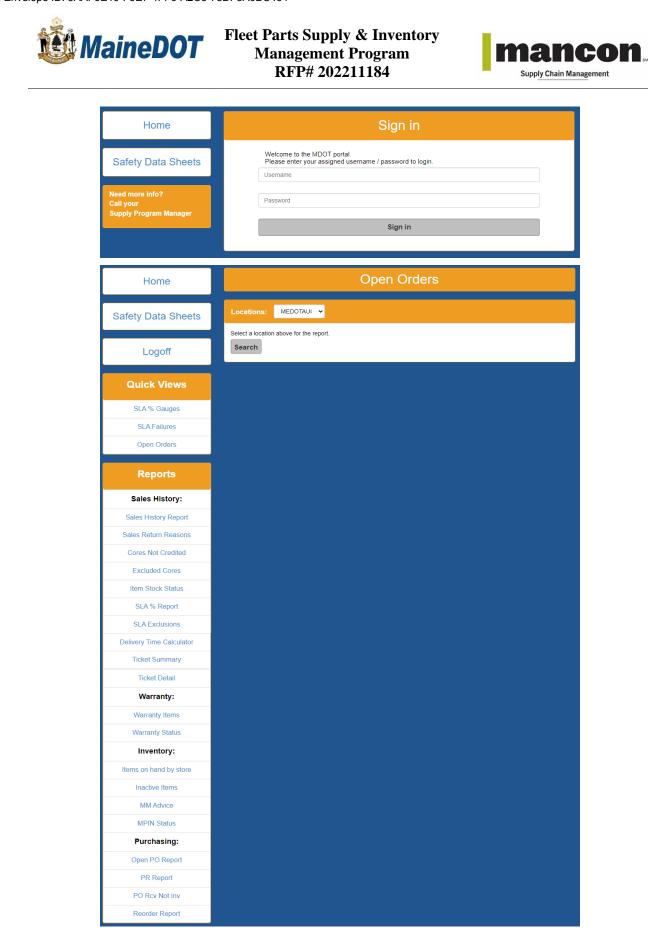
- Reference Files & Procedures
- Receipts & Vouchers
- Electronic & Hard Copy Data

To the greatest extent possible we will provide them via a customized web accessible Data & Reports portal, described in greater detail later in this section, which is specifically designed for MaineDOT's exclusive use. All material receipts and invoices for parts provided to MaineDOT will be maintained at the Main and Sub Garages for convenient access. Additionally, reference publications maintained in hard copy will be available on-site for part research and will be the property of MaineDOT upon contract termination.

To verify that MANCON never marks up stocked or non-stocked items, MANCON will facilitate a process to access and audit sales invoices against the associated supplier purchase documents for price verification. Additionally, substantiating documentation will be available to MaineDOT for the purpose of verifying the accuracy of third-party services invoices. In the event of a discrepancy, MANCON will credit MaineDOT for the difference and will perform a more comprehensive review to ensure the discrepancy was an isolated incident rather than a systemic problem.

1.f.4. MANCON Data & Reports Portal Capability

MANCON will provide MaineDOT with all required reports and data access via a customized Web-based Data & Reports portal. Because MANCON operates in a distributed work environment where information must be shared among headquarters employees, field employees, and customers throughout the U.S., MANCON has developed unique customer portals for each of our operations. The Web page screen shot below depicts MaineDOT's Data & Reports portal login page where authorized employees gain access to the reports menu depicted on the following page. The reports menu provides one click access to all the pertinent data and analytical capabilities associated with the MaineDOT parts operation. From this page MANCON staff and MaineDOT employees can access the reports which are highlighted in this section of MANCON's proposal.







Report delivery in this manner allows MaineDOT to access data and run reports on demand while also selecting parameters such as date ranges and location. All reports are self-generated so they can be accessed on demand with the most current available data. The following sections highlight each report available to MaineDOT via the Data & Reports portal.

1.f.4.1. SLA Percent Gauge View Report

MANCON is required to achieve Service Level Agreement (SLA) metrics for stocked and nonstocked fill rates. To accurately calculate the metric, MANCON's stockroom staff time stamps the technician's part order upon receipt to record the start time and once again when the part is available to record the end time. The fill time is calculated using the start and end time stamps. The fill rate is calculated for the given time period and location. Fill rate performance is made available via the SLA % Gauges Report by selectable location for the current month to date performance.

Home	SLA Percent	
Training	Locations: All All All MEDOTAUG	
Live Reports	Select a location MEDOTAUGNB It. Search MEDOTAUGNB It. MEDOTAUGNBAN MEDOTCAR MEDOTIX MEDOTIX MEDOTIX MEDOTIX	

To demonstrate our ability to gather, report, and achieve performance metrics, provided below is MANCON's actual performance for Bangor as selected in the dropdown menu above. The % Gauges Report graphically displays the performance using a green/yellow/red stoplight chart with the percent compliance indicated as demonstrated in the screenshot below.

Despite the wide variety of MaineDOT vehicles which MANCON supports, the SLA % Gauges Report reflects that MANCON issued 97% of all stocked requirements the same day (within 24 hours of request) against a goal of 95%. Further, for non-stocked requirements, MANCON provided 88% and 100% of the parts within one and three days respectively against a goal of 80% and 90% at Bangor.







The underlying data which comprises the SLA percentages can be provided in a line-item report format so that each transaction can be reviewed. The most insightful information is in analyzing the SLA misses so MANCON provides MaineDOT with the ability to identify the SLA failures by location and date range.

Home		SLA Failures			
Training	Select a location ar	and date range.			
J	Location	on Range: MEDOTDIX V To: MEDOTDIX V			
Live Reports	Start Date:	End Date: 01/17/2023			
	0 - and	January 2023 + 🔨 🤟			
Logoff	Search	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7			
		8 9 10 11 12 13 14			
Quick Views		15 16 17 18 19 20 21 22 23 24 25 26 27 28			
SLA % Gauges		29 30 31 1 2 3 4			
		5 6 7 8 9 10 11 Clear Today			
SLA Failures		locul locuy			

The following SLA Failure Report was generated by the above selection criteria and provides those transactions which exceeded the stocked and non-stocked issue timeframes. Having the ability to analyze the SLA failures provides MANCON with the opportunity to better understand which items and vendors are causing us to miss our issue timeframes while also highlighting the performance of our parts operation by Main and Sub Garage. Note that the data can be downloaded into Excel for further analysis.

	SLA Failures						
To Excel							
Ticket	Date	Item No	Description	Equip#	Stock Status	Duration	Location
SO-2156308	01/11/2023	CUM2880213	CLAMP; EXH 5 INCH V-BAND	T01271	NONSTOCK	3	MEDOTDIX
SO-2156308	01/11/2023	CUM2680213	CLAMP; EXH 5 INCH V-BAND	T01271	NONSTOCK	3	MEDOTDIX
SO-2162798	01/17/2023	GRA4HVC7	15/16 IMP SOCKET STD; SWIVEL	71301	NONSTOCK	2	MEDOTDIX
SO-2159310	01/11/2023	INT3005414C1	GASKET; WATER PUMP	T01274	NONSTOCK	2	MEDOTDIX
SO-2156308	01/11/2023	INT3005736C2	ASSEMBLY, THERMAL MGT VALVE TU	T01271	NONSTOCK	3	MEDOTDIX
SO-2156308	01/11/2023	INT3006233C1	SENSOR; OXYGEN FRT 2012 INTL	T01271	NONSTOCK	3	MEDOTDIX
SO-2156308	01/11/2023	INT3006571C1	GASKET; TURBO	T01271	NONSTOCK	3	MEDOTDIX
SO-2159310	01/11/2023	INT3012268C1	GASKET; COOLANT	T01274	NONSTOCK	2	MEDOTDIX
SO-2156308	01/11/2023	INT3017813C92	ASSEMBLY, THERM VALVE	T01271	NONSTOCK	3	MEDOTDIX
SO-2156308	01/11/2023	INT3846392C1	GASKET; EXHAUST	T01271	NONSTOCK	3	MEDOTDIX
SO-2156308	01/11/2023	INT4309349RX	KIT; AFTERTREATMENT INJECTOR	T01271	NONSTOCK	3	MEDOTDIX
SO-2158304	01/11/2023	PHQ106431616	FITTING; HYD 1 H X 1 FJIC	04200487610	NONSTOCK	2	MEDOTDIX
SO-2158304	01/11/2023	PHQ30216	HOSE; HYD HIGH PRESSURE 1 ID	04200487610	NONSTOCK	2	MEDOTDIX
SO-2162798	01/17/2023	PRTJ07515L	SOCKET, DEEP IMPACT 15/16IN 6PT	71301	NONSTOCK	2	MEDOTDIX





1.f.4.2. Parts on Order Information

The status of parts on order by selectable location is provided via the Open Orders Report. An open order is initiated when a technician submits a parts requirement and MANCON staff responds by generating a sales order. The order status is updated so that the technician knows how the order is progressing. The open order is completed and is removed from view when the technician acknowledges receipt by signing the receiving tablet or by signing the appropriate sales invoice on Missing Signature Ticket Report in the Data & Reports portal.



The parts stockroom staff continuously updates NAV with current backorder status so that this listing is useful for following up with vendors on outstanding open orders which are past due. Using the Open Orders Report as a backorder management tool and communicating with the technicians focus the parts stockroom staffs' attention on the items that need to be expedited to support the maintenance effort.

Note that the below open orders for Dixfield selected above can be queried by Equipment ID and Work Order Number. The query results can also be downloaded to Excel.

Open Orders								
sarch								
Equip ID:			WO#:					
Sear	ch							
ders								
To Excel								
SO#	Date	Equip ID	WO#	Item Number	Description	Qty	Status	Location
SO-2177450	01/30/2023	73351	73351	BLS16PB	LUBRICANT; AEROSOL PB BLASTER 11 OZ	3.00	ITEM ON HAND SINCE 07/11/22, READY FOR PICKUP	MEDOTDIX
SO-2177450	01/30/2023	73351	73351	FAS0202901	GLOVES; WHITE COWHIDE UNLINED	1.00	ITEM ON HAND SINCE 01/20/22, READY FOR PICKUP	MEDOTDIX
SO-2177450	01/30/2023	73351	73351	FAS1092150	GLASSES; SAFETY BLACK	2.00	ITEM ON HAND SINCE 12/15/22, READY FOR PICKUP	MEDOTDIX
SO-2177450	01/30/2023	73351	73351	GRA1LEF8	BATTERY; AAA LITHIUM 4PK SOLD AS EA	4.00	ITEM ON HAND SINCE 12/08/22, READY FOR PICKUP	MEDOTDIX
SO-2177450	01/30/2023	73351	73351	GRA22C608	CLEANER; SIMPLE GREEN 240Z SASSAFRASS	1.00	ITEM ON HAND SINCE 07/21/22, READY FOR PICKUP	MEDOTDIX

1.f.4.3. Sales History Report

The Sales History Report allows MaineDOT to query on numerous fields to identify the usage of an item. Among these are sales invoice number, job code, part number, MPIN, item description, sales type of work order, commercial, department, unit, and restock, equipment identification number, repair location, work order number, transaction date range, and employee identification number.





		Sale	s History Report		
earch					
ter information into the input boxes	s to narrow search results. Over 20,000 results w	ill cause the browser to error on processing results.			
Ticket#:	Item#:	Description:	Equipment ID:	Work Order#:	Employee id:
Job Code:	MPIN:	Sales Type:	Location Range:	Date Range:	
		All 🗸	All	02/24/2023	
		All Work Order	То:	то:	
		Commercial	All 🗸	02/24/2023	
Submit Clear		Department Unit Restock			

In the following example equipment identification number T390924 was queried for all sales type parts usage in Caribou for the period 20-24 Feb 2023. As reflected in the screenshot below, three parts were issued against that unit indicating the invoice number, MPIN, part number, part description, work order number, receiving technician, job code, quantity issued, part unit price, and issue date. The results of the query can be downloaded to Excel for further analysis.

Sales History Report						
Search	to parrow aparety coulds. Quer 20,000 coulds u	rill cause the browser to error on processing results.				
Ticket#:	Item#:	Description:	Equipment ID: T390924	Work Order#:	Employee Id:	
Job Code:	MPIN:	Sales Type: All ~	Location Range: MEDOTCAR ~ To: MEDOTCAR ~	Date Range: 01/20/2023 □ To: 01/24/2023 □		
Submit Clear				01124/2023		

Location	Ticket#	MPIN	ltem#	Description	WO#	EquipId	Employeeld	Job Code	Qty Sold	UOM	Unit Price	Ext Price	Date
MEDOTCAR	SIP2135404	62072300314	HPF9B0630	SPRING; TORSION 1 X 5X 41-1/2	393257	T390924	16847/SHANE	38-62-075	1	EACH	\$72.22	\$72.22	1/24/2023
MEDOTCAR	SIP2131547	62072300318	HPF9B0635	SPRING; PUSHARM LOW EVEREST PAT	393257	T390924	13106/MIKE	38-62-075	1	EACH	\$36.60	\$36.60	1/20/2023
MEDOTCAR	SIP2135404	78099001494	FAS14675	BOLT; 1 1/2 X 6 X 6 GRADE 8	393257	T390924	16847/SHANE	38-62-075	1	EACH	\$29.54	\$29.54	1/24/2023

This highly transparent feature of MANCON's program allows MaineDOT to perform parts consumption analysis by various measures so that MaineDOT has better insight into cost and productivity as well as having the ability to audit MANCON's work.

1.f.4.4. Sales Return Report

To Excel

The Sales Return Report is selectable by location and date range and displays the reason for the part return to MANCON from the technician.

Home	Sales Return Reasons				
Safety Data Sheets	Locations: All V				
Logoff	Start Date: 02/01/2023 End Date: 02/03/2023 Image: Content of the				



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Returns

To Excel	D Excel										
Location	SCP#	SCP Date	Original Ticket	Original Ticket Date	Item#	Return Reason					
MEDOTAUG	SCP090863	02/01/2023	SIP1971579	07/28/2022	SNHDMDAXAN	CUSTOMER ORDERED WRONG ITEM					
MEDOTAUG	SCP090899	02/01/2023	SIP2113547	12/30/2022	WHE010684730AV	CUSTOMER CANCELLED OR RETURNED					
MEDOTAUG	SCP090876	02/01/2023	SIP2135527	01/24/2023	JDSE502564CORE	CORE RETURN					
MEDOTAUG	SCP090874	02/01/2023	SIP2143690	02/01/2023	IB31XHDCORE	CORE RETURN					

1.f.4.5. Cores Not Credited Report

Selectable by location, the Cores Not Credited Report provides those cores which have not been provided to MANCON for subsequent return to the supplier and core credit. This feature allows MaineDOT to recover the maximum amount from its cores. In the case a core is unable to be provided (such as core loss or damage), the core can be excluded from future reports preventing the Cores Not Credit Report from being filled with unreturnable cores.

Cores Not Credited										
To Excel										
Item#	Description	SIP	Posting Date	Qty Sold	Unit Cost	WO#	Eq Id	Location		
BAT7525CORE	CORE; BATTERY 7525	SIP1957731	07/13/2022	1.00	18.00	71322	71322	MEDOTDIX		
CSE87422777RCORE	CORE; ALTERNATOR	SIP2060248	11/01/2022	1.00	50.00	01200472817	01200472817	MEDOTDIX		
CSE87422777RCORE	CORE; ALTERNATOR	SIP2060248	11/01/2022	1.00	50.00	01200472817	01200472817	MED		

1.f.4.6. Item Stock Status Report

Selectable by location, the Item Stock Status Report provides an Excel spreadsheet of every item issued at the location indicating whether it is a stocked or non-stocked item. The Item Stock Status Report is useful for identifying stock items which require MPIN assignment.

ŀ	Home		Item Stock Status								
Safety	Data Sheets	Locations:	MEDOTSKO 🗸								
L	_ogoff	Note: This may	on for the report. • take some time to load. Excel Report								
Location 💌	ItemNo	💌 Desc	ription	▼ MPIN ▼	† StockStatus 💌						
MEDOTSKO	CNH84591722	BELT	; A/C	01001048002	NONSTOCK						
MEDOTSKO	CNH87630218	HOSE	E; A/C CONDENSER TO DRYER	01001063002	STOCK						
MEDOTSKO	CNH84398074	HOSE	E; A/C CAB TO CONDENSER	01001063003	NONSTOCK						
MEDOTSKO	CNH87630219	HOSE	E; A/C DRYER TO CAB	01001063004	NONSTOCK						
MEDOTSKO	CNH232948A1	SWIT	CH; A/C HIGH PRESSURE 2329	01001118002	NONSTOCK						
MEDOTSKO	INT3582989C91	HOSE	E; A/C	01001153001	NONSTOCK						
MEDOTSKO	CNH86984155	FILTE	R; RECEIVER DRYER	01001200001	STOCK						
MEDOTSKO	INT3611894C94	COM	IPRESSOR; A/C	01001219003	NONSTOCK						





1.f.4.7. Service Level Agreement (SLA) Report

Selectable by location and date range, the SLA Report provides the number of stocked and nonstocked transactions for the selected time period, the number of transactions falling within the acceptable issue time standard, and the calculated issue rate percentages.

	SLA Report												
earched between locati	Inched between locations: MEDOTBAN and MEDOTBAN, between 2/1/2023 and 2/3/2023.												
LA													
To Excel) Excel												
Customer Number	Stock Total	Same Day	Same Day Percent	Over Total	Over Percent	Non Stock Total	Non Stock One Day Total	Non Stock One Day Percent	Non Stock Three Day Total	Non Stock Three Day Percent	Non Stock Over Total	Non Stock Over Percent	
MEDOTBAN	123	120	97.56	3	2.44	125	104	83.20	113	90.40	12	9.60	
Total:	123 120 97.56 9 2.44 125 104 83.20 113 90.40 12 960												
	95% Same Day: EXCEEDED						80% Within 1 Day: EXCEE	DED	90% Within	3 Days: EXCEEDED			

1.f.4.8. SLA Exclusion Report

Selectable by location and date range, the SLA Exclusion Report lists those transactions which were not included in the SLA calculation for the selected date range and the reason for their exclusion.

	SLA Exclusions										
Status	nus										
To Excel											
Location	Ticket #	Item #	Description	Quantity	UnitPrice	ExtPrice	TicketDate	Reason			
MEDOTBAN	SIP2154996	PTFREIGHT	FREIGHT; PASS THROUGH SCM	1.00	25.00	25.00	02/13/2023	FREIGHT CHARGE			
MEDOTBAN	SIP2157362	CLAB	17556	1.00	1800.00	1800.00	02/14/2023	COMMERCIAL LABOR CHARGE			
MEDOTBAN	SIP2157362	CMISC	MISC; COMMERCIAL CHARGE	1.00	350.00	350.00	02/14/2023	COMMERCIAL MISC CHARGE			
MEDOTBAN	SIP2157362	CPAR	3511	1.00	808.88	808.88	02/14/2023	COMMERCIAL PART CHARGE			
MEDOTBAN	SIP2157393	CLAB	100613902	1.00	60.00	60.00	02/14/2023	COMMERCIAL LABOR CHARGE			

1.f.4.9. Delivery Time Calculator

The Delivery Time Calculator is a tool that assists with determining the timeframe required to complete a transaction for SLA purposes. The user selects the order receipt date and time and the material available date and time plus indicating the normal working hours of the order and available dates. The calculator returns the allowable timeframe to complete the issue transaction within the SLA metric. This tool is useful because orders placed at the end of the day or on Friday need to be adjusted for the location's normal working hours and schedule.

Home		D	elive	ery Time Calculato	or	
Safety Data Sheets	Calculator					
Salety Bala Sheets	Start:	02/20/2023		End:	02/23/2023	
Logoff	Start Time:	07:00 AM	Q	End Time:	12:30 PM	0
	OOB:	07:00 AM	0	COB:	03:30 PM	Q
Quick Views	Calculation	2D		Calculate		





1.f.4.10. Ticket Detail Report

The Ticket Detail Report provides a line-item listing of all the invoiced parts for a selected date range and location. MANCON provides this effective audit tool so that MaineDOT can confirm each issue transaction by work order, equipment number, and receiving location.

						Tic	ket Det	tail R	eport fo	or Location M	IEDOT*					
	enerated 2/24/2023 for dates 2/13/2022 to 2/14/2022 for location MEDOT* Submit te: Download in Excel xls file															
Posting Date	Location Code	Ship-to Code	SIP	Туре	WO#	WR#	Unit#	Job Code	MPIN	Item No	Description	Quantity	Actual Price	Amount	Line No_	Ticket Total
2/14/2022	MEDOTAUG	MEDOT090	SIP1831735	Р	00900423531	NORTH AUGUSTA	00900423531		45011001190	WIX57151	FILTER; OIL WIX57151	1	\$12.80	\$12.80	10000	\$12.80
2/14/2022	MEDOTAUG	MEDOT170	SIP1831729	Р	01700423532	WINTHROP	01700423532		17008001002	NTH90302	STEM; VALVE TIRE EXTENSION	2	\$7.04	\$14.08	10000	\$38.29
2/14/2022	MEDOTAUG	MEDOT170	SIP1831729	P	01700423532	WINTHROP	01700423532		'18002004012	TWDWA2019	NUT; WHEEL	3	\$0.34	\$1.02	20000	\$38.29
2/14/2022	MEDOTAUG	MEDOT170	SIP1831729	Р	01700423532	WINTHROP	01700423532		18002004012	EUCE4963	NUT; WHEEL 3/4-10 NC HD	3	\$ 0.55	\$1.65	30000	\$38.29
2/14/2022	MEDOTAUG	MEDOT170	SIP1831729	Р	01700423532	WINTHROP	01700423532		'18003013053	EUCE5571A	CLAMP; RIM	3	\$3.59	\$10.77	40000	\$38.29
2/14/2022	MEDOTAUG	MEDOT170	SIP1831729	Р	01700423532	WINTHROP	01700423532		'18003013053	EUCE5571A	CLAMP; RIM	3	\$3.59	\$10.77	50000	\$38.29
2/14/2022	MEDOTAUG	MEDOT180	SIP1831305	Р	01800423600	FAIRFIELD	01800423600			INT2038731C91	DOMELIGHT; ASSEMBLY	1	\$97.11	\$97.11	10000	\$97.11
2/14/2022	MEDOTAUG	MEDOT180	SIP1831351	P	01800423603	FAIRFIELD	01800423603		'78099001647	KLJ50C400HCS8Z	BOLT; NC 1/2-13 X 4 GR8 ZINC	10	\$0.62	\$6.20	10000	\$164.53
2/14/2022	MEDOTAUG	MEDOT180	SIP1831351	Р	01800423603	FAIRFIELD	01800423603		'78099001649	KLJ50C450HC88Z	BOLT; NC 1/2 X 4 1/2	12	\$0.86	\$10.32	20000	\$164.53
2/14/2022	MEDOTAUG	MEDOT180	SIP1831351	Р	01800423603	FAIRFIELD	01800423603		'78099001649	KLJ50C450HCS8Z	BOLT; NC 1/2 X 4 1/2	8	\$1.10	\$8.77	30000	\$164.53
2/14/2022	MEDOTAUG	MEDOT180	SIP1831351	Р	01800423603	FAIRFIELD	01800423603		'78099007524	KLJ50CNNE8Z	NUT; 1/2X13 NYLON LOCK	25	\$0.37	\$9.28	40000	\$164.53
2/14/2022	MEDOTAUG	MEDOT180	SIP1831351	Р	01800423603	FAIRFIELD	01800423603		'64099200689	DNS344015	GREASE; GULFELITE HI TEMP RED	60	\$2.17	\$129.96	50000	\$164.53

1.f.4.11. Items On Hand Report

The Items On Hand Report makes available all the stocked items by location, quantity on hand, and unit cost in real-time. Below is a partial list of the items and their on-hand quantities at Skowhegan was selected on from a drop-down list on the report landing page. The Items On Hand Report allows MaineDOT to know on what shelf the item is located, how many are on hand in stock at the location, the unit cost for each item, and the total extended money value of the item in the stockroom. Additionally, the Items On Hand Report can be downloaded to Excel which provides the opportunity to search by item number and description so that a specific item or groups of items can be quickly identified. This transparency allows MaineDOT to understand what material is available in the stockrooms which facilitates maintenance planning.

Items On Hand

To Exce Location MPIN ItemNo Description ShelfNo1 ShelfNo2 QOH UnitPrice ExtPrice MEDOTSKO 45011001160 FIL1064 FILTER; OIL WIX51064 A1A 1.00 7.67 7.67 MEDOTSKO 45011001131 FIL1069 FILTER; SPIN-ON OIL FILTER A1A 5.00 4.36 21.80 A1A 1.00 7.71 7.71 MEDOTSKO FIL1312 FILTER: OIL NAPA 1312 MEDOTSKO A1A 1.00 4.90 4.90 45011001111 FIL1374 FILTER: OIL NAPA 1374 65099001373 FILTER: HYDAC ELEMENT 10 MICRON 16.00 57.76 924.09 MEDOTSKO HY0160D010ON A1A MEDOTSKO 45011001031 WIX51068 FILTER: OIL R/DIFF BOBCAT A1A 1.00 4.41 4.41 MEDOTSKO 45011001031 WIX51085 FILTER: OIL WIX51085 A1A 1.00 4.41 4.41 MEDOTSKO 45011001113 WIX51249 FILTER; OIL WIX51249 A1A 1.00 10.51 10 51 WIX51290 FILTER: OIL WIX51290 A1A 1.00 26.31 26.31 **MEDOTSKC** 2600101600 A1A 1.00 3.86 3.86 MEDOTSKC 45011001124 WIX51334 FILTER: OIL WIX51334 FILTER; OIL SPIN ON WIX51372 **IEDOTSKO** 45011001119 WIX51372 A1A 1.00 3.92 3.92 45011001122 FIL1741 FILTER; OIL FIL1741 A1B 1.00 30.48 30.48 MEDOTSKO EDOTSKO 65099001715 FIL1746 FILTER; HYDRAULIC FIL1746 A1B 2.00 13.76 27.52 45011001141 FIL1748XD FILTER; OIL FIL1748XD A1B 1.00 33.53 33.53 MEDOTSKO NIX51637 1.00 10.51 MEDOTSKO 15005046006 FILTER: PWR STEERING VOLVO CANISTER A1B 10.51 45011001136 WIX51660 A1B 2.00 18.84 37.68 MEDOTSKO FILTER: OIL WIX51660





09/29/2010

11/08/2022

1.f.4.12. Inactive Item Inventory Report

The Inactive Items on Hand Report is location and last date purchased selectable. It returns those items that have not been issued since the date selected which is an indication of slow moving items. This report allows MANCON to identify items which may be a candidate for transferring to other locations or purging from inventory.

	Home			I	nacti	ve Ite	ems	On ⊢	land		
	Training		ocations: st Sale Date:	MEDOTSK(~ All MEDOTAUG							
Li	Live Reports		01/17/2022 elect a location	MEDOTSCA	ne report.						
	Logoff	S	Search	MEDOTSKO							
Inactive Items On Hand											
To Excel	or dates that don't convert in Excel a	re items that have never beer	en sold or never been pu	irchased.							
Location	or dates that don't convert in Excel an ItemNo	e items that have never been	en sold or never been pu	irchased.	ShelfNo1	ShelfNo2	QOH	UnitPrice	ExtPrice	Last Sale Date	Last Received Date
	1			irchased.	ShelfNo1 E4CG	ShelfNo2	QOH 2.00	UnitPrice 1.89	ExtPrice 3.78	Last Sale Date	Last Received Date
Location	ItemNo	Description		rrchased.		ShelfNo2					
Location MEDOTSKO	ItemNo 2TS3150252	Description ELBOW; 3/4 X 3/4 X 90 NY	IYLON	rrchased.	E4CG	ShelfNo2	2.00	1.89	3.78	Never Sold	09/29/2018
Location MEDOTSKO MEDOTSKO	ItemNo 2TS3150252 2TS3150820	Description ELBOW; 3/4 X 3/4 X 90 NY ELBOW NYLN 1/4IN	IYLON	irchased.	E4CG E4CF	ShelfNo2	2.00	1.89	3.78	Never Sold Never Sold	09/29/2018 09/29/2018
Location MEDOTSKO MEDOTSKO MEDOTSKO	ItemNo 2TS3150252 2TS3150820 6FA115309	Description ELBOW; 3/4 X 3/4 X 90 NY ELBOW NYLN 1/4IN BOLT; 5/8-11 X 1-1/2 GR8	IYLON	irchased.	E4CG E4CF B3D	ShelfNo2	2.00 1.00 7.00	1.89 1.68 0.59	3.78 1.68 4.13	Never Sold Never Sold Never Sold	09/29/2018 09/29/2018 09/29/2018
Location MEDOTSKO MEDOTSKO MEDOTSKO	ItemNo 2T53150252 2T53150820 6FA115309 6FA115312	Description ELBOW; 3/4 X 3/4 X 90 NY ELBOW NYLN 1/4IN BOLT; 5/8-11 X 1-1/2 GR8 5/8-11X2-1/4 BOLT	IYLON 3	irchased.	E4CG E4CF B3D B3D	ShelfNo2	2.00 1.00 7.00 50.00	1.89 1.68 0.59 1.05	3.78 1.66 4.13 52.26	Never Sold Never Sold Never Sold 05/22/2020	09/29/2018 09/29/2018 09/29/2018 11/13/2018
Location MEDOTSKO MEDOTSKO MEDOTSKO MEDOTSKO	ItemNo 2753150252 2753150820 5FA115309 5FA115312 5FA115317	Description ELBOW; 3/4 X 3/4 X 90 NY ELBOW NYLN 1/4IN BOLT, 568-11 X 1-12 GR8 5/8-11 X2-1/4 BOLT 5/8-11 X3.5YZ8 HEX	IYLON 3	irchased.	E4CG E4CF B3D B3D B3D	ShelfNo2	2.00 1.00 7.00 50.00 66.00	1.89 1.68 0.59 1.05 0.99	3.78 1.68 4.13 52.26 65.34	Never Sold Never Sold Never Sold 05/22/2020 12/23/2019	09/29/2018 09/29/2018 09/29/2018 11/13/2018 09/29/2018
Location MEDOTSKO MEDOTSKO MEDOTSKO MEDOTSKO MEDOTSKO	ItemNo 2753150252 2753150820 5FA115309 5FA115312 6FA115317 6FA1169301232	Description ELBOW, 3/4 X 3/4 X 90 NY ELBOW NYLN 1/4IN BOLT, 5/6-11 X 1-1/2 GR8 5/8-11X2-1/4 BOLT 5/8-11X3 5/28 HEX PANTS BREATHABLE X3	IYLON 3	irchased.	E4CG E4CF B3D B3D B3D R2A	ShelfNo2	2.00 1.00 7.00 50.00 66.00 1.00	1.89 1.68 0.59 1.05 0.99 14.69	3.78 1.68 4.13 52.26 65.34 14.69	Never Sold Never Sold 05/22/2020 12/23/2019 Never Sold	09/29/2018 09/29/2018 09/29/2018 11//3/2018 09/29/2018 09/29/2018

1.f.4.13. Open Purchase Order Report

BOLT-5/8-11X5"GR8

1/4X1-3/8 CLEVSE PIN

CLEVIS PIN 1/2X1.75

MEDOTSKO

MEDOTSKO

MEDOTSKO

6FA15323

6FA156729

6FA156770

The Open Purchase Order Report provides the MANCON purchase orders by location which are outstanding or incomplete and therefore require follow-up with the supplier.

J1E

19.00

36.00

20.00

1.23

0.26

0.45

23.37

9.25

9.00

07/27/2020

02/13/2020

05/01/2020

	Open PO Report										
þ											
To Excel											
WO#	PO#	Item#	Description	Vendor	Quantity	Order Date	Expected Date	Days On Order	Location		
stock	P3199367	CFT6990834	CLAMP; 1/2 CABLE WIRE ROPE	FASTENAL COMPANY	50.00	02/03/2023	02/10/2023	14	MEDOTSKO		
restock	P3203020	AWK2500601KITB	CARD; READER MAG SET TTL	ASSETWORKS LLC	4.00	02/09/2023	02/09/2023	10	MEDOTSKO		
RESTOCK	P3206561	CCSRWSO1001M	SENSOR W/CABLE-ROAD TEMP CIRUS	CERTIFIED POWER INC	3.00	02/15/2023	02/15/2023	6	MEDOTSKO		
RESTOCK	P3208035	VOE21715813	FILTER; AIR OUTER OEM	O'CONNOR GMC INC	2.00	02/17/2023	02/17/2023	4	MEDOTSKO		
RESTOCK	P3208035	VOE23658092	FILTER-OIL Volvo Penta D9, D11, D12, D16, D162, D1	O'CONNOR GMC INC	1.00	02/17/2023	02/17/2023	4	MEDOTSKO		
complete POs											

	WO#	PO#	Item#	Description	Vendor	Quantity	Order Date	Expected Date	Days On Order	Location
[T21-115	P3209770				0.00	02/21/2023	01/01/1753	0	MEDOTSKO





1.f.4.14. Posted Purchase Receipts Report

The Posted Purchase Receipts Report provides the completed MANCON purchase orders by location for a selected date range by location.

Home	Posted Purchase Receipts Report
Safety Data Sheets	Locations: MEDOTSC/ ~
Logoff	Start Date: MEDOTAUGNB MEDOTBAN Image: Constraint of the co

	Posted Purchase Receipts Report										
urchase Receipt	urchase Receipts										
To Excel											
PR#	PO#	Vendor	Location	Item#	Description	Order Date	Expected Receipt Date	Posting Date			
PR1433757	P3204957	DJ'S MUNICIPAL SUPPLY INC	MEDOTSCA	MGV2152THV11	GLOVES; WINTER PIGSKIN PALM THINSUL HI-VIZ XL	02/13/2023	02/27/2023	02/15/2023			
PR1433838	P3206232	ADVANCE AUTO PARTS	MEDOTSCA	FLMNAS5	UNDERCOATING; FLUID FILM 5 GAL PAIL	02/15/2023	02/15/2023	02/15/2023			
PR1434030	P3205490	ALLEGIANCE TRUCKS LLC	MEDOTSCA	INT3710650C1	BAFFLE; MOTOR COVER COWL TR	02/15/2023	02/14/2023	02/15/2023			
PR1434037	P3205016	ALLEGIANCE TRUCKS LLC	MEDOTSCA	INT4084847C1	SWITCH; MIRROR	02/13/2023	02/15/2023	02/15/2023			
PR1434044	P3205023	ALLEGIANCE TRUCKS LLC	MEDOTSCA	INT1515962C1	CUSHION; LOAD	02/13/2023	02/13/2023	02/15/2023			
PR1434044	P3205023	ALLEGIANCE TRUCKS LLC	MEDOTSCA	INT3507134C1	CUSHION; OVERLOAD SUPT	02/13/2023	02/13/2023	02/15/2023			
PR1434058	P3206170	K.L. JACK & COMPANY	MEDOTSCA	KLJ100NWSA8Z	WASHER; 1IN FLAT SAE GR8	02/15/2023	02/15/2023	02/15/2023			
PR1434058	P3206170	K.L. JACK & COMPANY	MEDOTSCA	KLJ100NWUS8Z	WASHER; 1 IN GR8 LGE	02/15/2023	02/15/2023	02/15/2023			

1.f.4.15. Purchase Order Received Not Invoiced Report

Selectable by location, the Purchase Order Received Not Invoiced Report is a useful tool to ensure that MaineDOT is invoiced for the parts and supplies that MANCON issues. Often material is received from our supplier without a final invoice or awaiting the invoice for shipping charges, so MANCON must wait for the supplier to provide the bill before creating an invoice to MaineDOT.

	PO Received Not Invoiced Report											
ocation:	ation: MEDOTDIX											
To Excel		^										
PO#	PR#	LineNo	Posting Date	BuyFromVendorNo	Item#	Description	Quantity	PayToVendorNo	Location			
P3175419	PR1439521	20000	02/23/2023	COMHYD	PHQ8MJ8MPBH	FITTING; BULK 8MP X 8MJIC	6.00	COMHYD	MEDOTDIX			
P3206440	PR1439525	10000	02/23/2023	COMHYD	PHQ101431616	CRIMPFITTING; HYD 1 H X 1 MP	6.00	COMHYD	MEDOTDIX			
P3206440	PR1439525	20000	02/23/2023	COMHYD	PHQ4KOF4	COUPLING;QUICK F 1/2 SAE ORING	5.00	COMHYD	MEDOTDIX			
P3211441	PR1439543	10000	02/23/2023	COMHYD	MIN24040808	FITTING; 1/2MP 1/2MJIC	4.00	COMHYD	MEDOTDIX			
P3211441	PR1439543	20000	02/23/2023	COMHYD	MIN0304C06	NUT; CAP 3/8IN JIC 37D FLARE	6.00	COMHYD	MEDOTDIX			
P3209673	PR1439089	10000	02/23/2023	MNCTIRE	FIR249038	TIRE; 315/80R22.5	2.00	MNCTIRE	MEDOTDIX			
P3211456	PR1439556	10000	02/23/2023	OCONGMC	CLAB	1321805	1.00	OCONGMC	MEDOTDIX			
P3211456	PR1439556	20000	02/23/2023	OCONGMC	CPAR	4501	1.00	OCONGMC	MEDOTDIX			
P3211456	PR1439556	30000	02/23/2023	OCONGMC	CMISC	1321805	1.00	OCONGMC	MEDOTDIX			
P3211810	PR1440005	10000	02/24/2023	MOTSUP	WAL40002	PIPE; EXHAUST FLEX	6.00	MOTSUP	MEDOTDIX			
P3207684	PR1440127	10000	02/24/2023	BEAUEQUIP	CSE84264324	SEAL; OIL	2.00	BEAUEQUIP	MEDOTDIX			
P3207684	PR1440127	20000	02/24/2023	BEAUEQUIP	PTFREIGHT	FREIGHT; PASS THROUGH SCM	1.00	BEAUEQUIP	MEDOTDIX			
P3211128	PR1440134	10000	02/24/2023	MNCTIRE	CLAB	400323536	1.00	MNCTIRE	MEDOTDIX			
P3211128	PR1440134	20000	02/24/2023	MNCTIRE	CPAR	3054	1.00	MNCTIRE	MEDOTDIX			
P3185396	PR1440485	40000	02/24/2023	OCONGMC	VOE20742059	MIRROR; MIRROR	1.00	OCONGMC	MEDOTDIX			
P3212044	PR1440207	10000	02/24/2023	OREILL	RX830022	BLADE; WIPER 22IN	2.00	OREILL	MEDOTDIX			





1.f.4.16. Reorder Report

The Reorder Report is a critical report which is run by location and it can return those stocked items where the on-hand quantities are below the minimum or below the maximum stocking level.

Home	Reorder Report					
Safety Data Sheets	Locations: MEDOTAUC QOH below Min QOH below Min QOH below Min					
	Select a location above.	QOH below Max				
Logoff	Search					

Running the Reorder Report for August returns the following data and reorder quantity which is used to generate a stock reorder or a transfer from a location with excess quantity on hand as indicated in the right column of the report. The results can be further filtered by part number, part description, shelf location, and supplier.

		Reorder Report		
Search				
Item#:	Description:	Shelf#:	Vendor:	
Filter				

Items

To Excel	b Bicel															
ItemNo	Description	ShelfNo1	ShelfNo2	Vendor	QOH	QOPO	QOSO	QOXI	QOXO	Min	Мах	OrderMultiple	ReorderQty	RequestDate	Location	
BAK6033123	TUBING; SHRINK 3/16IN X12 BLK	11501EH4		BAKCON	2.00	0.00	0.00	0.00	0.00	7.00	13.00	0.00	11.00	01/30/2023	MEDOTAUG	Over Max Locations
WHE11481648000	BRACKET, 700 SERIES SNAP IN	21504B		COAELE	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.00	02/23/2023	MEDOTAUG	Over Max Locations
FLDNP634517	FILTER; ENGINE AIR FRL 20'	11807G		FROM	1.00	0.00	-1.00	0.00	0.00	1.00	1.00	1.00	1.00	02/24/2023	MEDOTAUG	Over Max Locations
JDRE541922	FILTER; PRI FUEL RPL 529643	11806B		HAMTRAC	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.00	02/22/2023	MEDOTAUG	Over Max Locations
HOM084305355546	BUCKET; 5 GALLON	10103D		HOMDEP	2.00	0.00	0.00	0.00	0.00	3.00	6.00	0.00	4.00	02/01/2023	MEDOTAUG	Over Max Locations
HPF0051124	Pin; Cylinder	10607D		HPFINC	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.00	02/06/2023	MEDOTAUG	Over Max Locations
HPF110CA0405HPF	CABLE; ADP COMPUSPREAD MOTOR SENSOR	10502E		HPFINC	1.00	0.00	0.00	0.00	0.00	2.00	4.00	0.00	3.00	12/23/2022	MEDOTAUG	Over Max Locations
CRC05084	CLEANER; BRAKE NON-CHLORINATED BRAKLEEN 140Z	10104C		SOULES	28.00	0.00	0.00	0.00	0.00	30.00	60.00	0.00	32.00	02/16/2023	MEDOTAUG	Over Max Locations

The first item, shrink tubing, is overstock at both Caribou and Scarborough so a transfer can be made from either location to satisfy the reorder quantity of 11 at Augusta.

Over Max										
To Excel										
Location	Item No	Description	QOH	QOSO	QOXO	Мах	Qty Over Max	Unit Cost	Inv Value Over Max	
MEDOTCAR	BAK6033123	TUBING; SHRINK 3/16IN X12 BLK	16.00	0.00	0.00	5.00	11.00	\$1.41	\$15.46	
MEDOTSCA	BAK6033123	TUBING; SHRINK 3/16IN X12 BLK	34.00	0.00	0.00	0.00	34.00	\$1.40	\$47.76	

1.g. Describe the integration of proposed system with the FFMS system.

MANCON has experience interfacing numerous fleet management software systems including AssetWorks M5 FFMS at both MaineDOT and with other customers using FFMS. Provided in the following pages are the FleetFocus M5 Standard MANCON Parts Interface, the Part Interface Enhancements which allows for communicating commercial charges and material purchases for



Fleet Parts Supply & Inventory Management Program RFP# 202211184



the Satellite Camp Locations, and a second Part Inventory Location Manager (PILM) Enhancement which will be incorporated once MaineDOT upgrades to AssetWorks M5 version 20.1.7. So, MANCON's interface allows for the following transactions to be transmitted to FFMS based specifically on MaineDOT's configuration and processes with AssetWorks:

- Commercial third-party repair services.
- Parts sold to Satellite Camp Locations.
- Supplies issued directly to a MaineDOT unit or department.
- Parts and supplies issued to a work order.

Due to MaineDOT's operational requirements, MANCON's interface, particularly the Part Interface Enhancements and the Part Inventory Location Manager (PILM) Enhancement are distinguishing features which are not resident in MANCON's other customers' FFMS interfaces due to the unique processes and configuration of MaineDOT's FFMS.





Fleet Parts Supply & Inventory Management Program RFP# 202211184



FleetFocus M5 Standard MANCON Parts Interface



Standard Mancon Part Interface

M5



FleetFocus M5 Standard Mancon Part Interface June 28, 2016



AssetWorks | May 4, 2016

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Signature of Approval

1.0 Summary

1.1 Context

An interface to read in a .txt file containing non-stock part issues is required for those customers utilizing Management Consulting Inc's Supply Chain services (MANCON). Because these are non-stock issues, there will be either a unit or department work order number and job associated with the part being issued. If the part numbers from the incoming file are not valid M5 part numbers, then the Part Main Catalog and Part Inventory Location Manager records will need to be created.

This interface is being developed by MANCON and therefore offered to all clientele. Any future modifications requested by the City of Detroit will need to be evaluated and confirmed with MANCON as it is not being designed as a custom interface for the City of Detroit.

1.2 Basic Information

Author:	Jamie McCracken
Date:	June 28, 2016
Client:	Management Consulting Inc. (MANCON)
Project Code:	
WBS:	
Focus/Jira ID:	FMV-6965
FleetFocus Version:	15.0.6 (ASP customer)
Database and Version:	Oracle

2.0 Functional Requirements

2.1 General Workflow

As this is a generic/standard M5 interface, this not applicable; however, it is foreseeable that MANCON is manning the parts room and will be doing all M5 part issues.

2.2 Data and Application Configuration Requirements

The interface will be run from the Interface Manager frame. The naming convention of the interface will be M5 Standard Mancon Parts Interface. An example is displayed below.

Home	Sample Menu Change Menu ² Favorit	is History Dechboard 🗛 Report 10 Messages 9 Notifications 9
Es	ave 🎾 Undo 🕫 Refresh 🗱 Dele	a P Find
Interf	ace Manager	
Interface:	Greyhound Part Issue Intf	*
Interface	Parameters (Loaded 7 records)	
Number		Value
1	INPUT FILE PATH	C:WFIVE/INTERFACEFILES/GLI /PARTISSUE/IN
2	OUTPUT FILE PATH	C/WFIVE/INTERFACEFILES/QLI PARTISS/JE/D/IT
3	EMAL TO	JOANNE MORRISON@ASSETWORKS.COM
4	EMAL FROM	INTERFACE@ASSETWORKS.COM
5	DEFAULT VENDOR DEFAULT CLOSED W/O REASON DEFAULT COMMODITY CODE	V V
8	DEFAULT PART RETURN REASON	
Es i	DEFAULT PART MANUFACTUER	
ID	Description S	atus Schedule Date Last Run Frequency Exclude Submitted By Run Desc 📋

The interface can be scheduled as needed and will accept a pipe-delimited .txt file. The following interface parameters will be needed:

- INPUT FILE PATH: This is the path name of the batch server directory where the file resides. This is required.
- OUTPUT FILE PATH: This is the path of where the file will be saved once it is read in. The filename will be appended with a date and time stamp. This is required.
- EMAIL TO: Enter the email address of the person to receive an email indicating success or failure of the run. The email will contain the number of successful records and the number of rejected records. Only one email address can be entered. In the email confirmation, the database name will be included so the user knows what environment the interface ran from. This is required.
- EMAIL FROM: will default to <u>interface@assetworks.com</u>; however, this can be changed by the user if another email address is preferred.
- DEFAULT VENDOR: will be the part's vendor displayed as both the primary vendor in the part main and part inventory location manager records as well as the vendor displayed on the WO. This is required.
- DEFAULT CLOSED WO REASON: will be the default WO adjustment reason when returning a part
- DEFAULT COMMODITY CODE: will be the default commodity code when creating a new part record.
- DEFAULT PART RETURN REASON: enter the valid M5 reason for returning the part
- DEFAULT PART MANUFACTURER: enter the valid M5 part manufacturer

2.3 Source System/Module

.txt file

2.4 Target System/Module

FleetFocus Parts Main Catalog, Part Inventory Location and Work Orders

2.5 Direction

One-way inbound

3.0 Technical Requirements

3.1 Trigger

The user will run the Interface Manager as needed. A .txt pipe-delimited file will be read into M5 which will either issue the non-stock part to the Work Order, department, unit or account or, as needed, create the part number in M5 and then issue the part.

Parts can be returned and the value of a return would be a negative. Would need to remove the return from the work order.

Parts could be issued to a closed work order; therefore, a valid work order adjustment reason will be required. This will be the interface parameter, *Default Closed WO Reason*.

When creating a new non-stock part, default the commodity code based on the interface parameter, *Default Commodity Code*. Manufacturer is not needed as flag 5024 is set to N. There are no part markups. Other defaults will be to make all parts non-stock with parts.ni_ns_fl and part_inv_loc.ni_ns_fl set to **Y** and parts.active_fl set to **Y**.

Field	Position	M5 fieldname	Comments
Location	1	If creating part for first time,	Must be a valid M5 inventory location.
		part_inv_loc.location, else Join	
		O_part_chg.location if type = W	
		or acc_part_chg.location if	
		type=I or	
		dept_part_chg.location if	
		type= D or	
		unit_part_chg.location if	
		type= U or	
		dacc_part_chg.location if	
		type= A	
Date/Time	2	O_part_chg.issue_dt if type=W	Format dd/mm/yyyy hh:mm:ss
		or acc_part_chg.issue_dt if	
		type=I or	

Tumo Codo	3	<pre>dept_part_chg.issue_dt if type=D or unit_part_chg.issue_dt if type=U or dacc_part_chg.issue_dt if type=A</pre>	** If creating part number for the first time, use this date for parts.entered_dt and part_inv_loc.addto_loc_dt Valid values are W for work order D for
Type Code	3		Valid values are W for work order, D for department, U for unit, I for indirect account or A for direct account.
Type Num	4	O_part_chg.wo_no if type=W or acc_part_chg.ind_acct if type=I or join dept_part_chg.dept_id if type=D to get dept number or unit_part_chg.unit_id if type=U	Based on the value of 'type code', this will be either the WO #, dept #, unit #, indirect account code or direct account code. If either the WO #, unit #, indirect account, dept # or direct account does not exist in M5,
		<pre>to get unit number or dacc_part_chg.dir_acct_no if type=A</pre>	then reject.
Job Code	5	O_part_chg.job	Must be a valid job on work order number entered, else reject.
Invoice #	6	O_part_chg.inv_no if type=W or acc_part_chg.inv_no if type=I or dept_part_chg.inv_no if type=D or unit_part_chg.inv_no if type=U or dacc_part_chg.inv_no if type=A	If blank, then reject the record.
ltem #	7	If creating part for first time, parts.part_no and part_inv_loc.part_no, else Join O_part_chg.part_id if type = W or acc_part_chg.part_id if type= I or dept_part_chg.part_id if type= D or unit_part_chg.part_id if type= U or dacc_part_chg.part_id if type= A	If not a valid M5 part number, then create part main record and part inventory location record before issuing.
Description	8	Parts.description and part_inv_loc.description	Only needed if creating new M5 part number.
Qty	9	O_part_chg.qty if type=W or acc_part_chg.qty if type=I or dept_part_chg.qty if type=D or unit_part_chg.qty if type=U or dacc_part_chg.qty if type=A	A negative quantity would result in a return. Example: -2
UOM	10	If creating part for first time, parts.std_unit_issue	Must be a valid M5 unit of measure; else reject.
Unit Cost	11	O_part_chg.part_issued_do if type=W or acc_part_chg.unit_do if type=I or dept_part_chg.unit_do if type=D or	Format 9999.9999

unit_part_chg.unit_do if	
type= U or	
dacc_part_chg.unit_do if	
type= A	

3.2 Processing Rules (Defaults, Derivation, Transformations)

The .txt file being read in will contain non-stock parts issued to work orders. If the part does not exist in M5, then the part will first need to be created in PART MAIN CATALOG and PART INVENTORY LOCATION MANAGER before the part can be issued. The interface will also allow for returns, which means the part will be removed from its WO and corresponding job. The part will have the standard M5 return reason of RTNW (return to vendor).

The WORK ORDER MAIN <Part> tab will be updated based on a valid M5 WO number and its corresponding job. Because these parts are non-stock, the following fields are required:

- Work Order Number
- Inventory Location
- Job Code
- Part number
- Vendor
- Quantity
- Unit Cost
- Invoice Number

Work Order Main

Work O	der Filter Clear Filter WO No: 533114	953 Unit No: CNCAR201	Alternate Unit I	No: CN-ALT-201								
General	Job Labor Part Comm	Fluid										
Inventor	al Calculations y Location: CNLOC1 Total Cost: 4 t Charge Information (Loaded 1 records)	,	Total Discount: \$0.0	0 Total Extended Cost:]\$55.84								
Jo	b Description	Part Number	Effective Date	Employee Number Qty Unit Co	st Core Cost	Apply Exter Discount % Co	Charge Core	Fail Code	PRO Number Lot E	try Print Ticket	Warranty Terms	
01-01-0	05 REPAIR COMPRESSOR	CORE01	10/28/2015 16:14:50	1 \$13.20	\$40.00	0.00 \$55.84			Lot Er		Warranty Terms	
									Lot E	try 🗆	Warranty Terms	
Non-Stoc Jo	k Part Charge Information (Loaded 9 record b Description	s) Reserve Parts (0) Part Number	Effective Date	Employee Number Qty Unit Co	st Core Cost	Apply Exter Discount % Co	Core	Fail Code	Vendor C	ontract No	PRO Number	Inv No

4.0 Error Processing

All rejected records are written to a table, INTERFACE_REJECT, for reprocessing. A new batch (shown as "Stat ID") row will be created each run. Scheduling the interface to run in shorter intervals will create more statistics rows which may be more cumbersome for The City of Detroit when handling the rejects.

The Interface Reject Manager allows the user to correct whatever was invalid about the record and reprocess it as if the record had run through the interface. Below is an example of what the screen could look like.

Save		Undo 🧯	🖥 Refresh	🗙 De	lete 🔎	Find												
torfac		eject №	lanad	lor														
		-	-	_														
face: TEC	O Part Ir	wentory Int	f	~														
nterface S	tatistics (Record 2 of	7) —															
Stat I	D	Rur	1 Date		fotal cessed	Pass	Fail	Successful Reprocess	Elapsed Time In Hrs.	•								
6514		11/18/2015	09:00:35	2	1		1	0 0	0.00									
6496];	10/19/2015	12:54:33	5	1		4	0	D.00									
76495		10/19/2015	11:54:33	5	0	1	5	0	0.00	~								
		baded 4 reco	ords) — Type	Location		Part No.		Manufacturer	Mfg XRef No.		Descriptio	n	Stock	Unit Cost	Unit of	Bin	Qty on Hand	
		Canon.	Туре	Location	2006188	Part No.		Manufacturer	Mfg XRef No.	BATTERY,	Descriptio		Stock Type Stock		Unit of Issue	Bin	Qty on Hand	
Resubmit	Stat ID 76496	Error Msg No IF656	Type M	Location		Part No.		BRIGHT STAR	4600		<6 VOLT> SPRIN	G TYPE	Type Stock	\$0.00	Issue EA	Bin	0	
Resubmit	Stat ID 76496 76496	Error Msg No IF656	Type M M	Location	2006188	Part No.		BRIGHT STAR EVER-READY	4600	BATTERY,	<6 VOLT> SPRIN	G TYPE G TYPE	Type Stock Stock	\$0.00 \$0.00	Issue EA EA	Bin	0	
Resubmit	Stat ID 76496	Error Msg No IF656	Type M M	Location		Part No.		BRIGHT STAR	4600	BATTERY,	<6 VOLT> SPRIN	G TYPE G TYPE	Type Stock	\$0.00	Issue EA	Bin	0	

5.0 Testing Scenarios

- Scenario 1: Invalid vendor number
- Scenario 2: No such Work Order Number
- Scenario 3: Invalid inventory location
- Scenario 4: Missing invoice number
- Scenario 5: Validate a non-stock part return
- Scenario 6: Commodity code, TVT, does not exist
- Scenario 7: Invalid unit of measure
- Scenario 8: No such Work Order Number and job code
- Scenario 9: Invalid unit or department number
- Scenario 10: Invalid indirect account
- Scenario 11: Invalid direct account
- Scenario 12: If the issue date is prior to the WO open date, did the record reject?
- Scenario 13: Invalid part return reason

6.0 Schedule Expectations and Dependencies

90 days upon signed specification, patched to the relevant ASP version.

7.0 Estimated Effort/Budget

Fixed fee - \$13,120

8.0 Assumptions

- The vendor number must exist as a valid M5 vendor.
- City of Detroit has a commodity code of TVT.
- Flag 5024, 1321 and 5013 must be set to no so that a part manufacturer is not needed, nor a failure code or an employee ID.
- Flag 2058 is set to N, so a reference number is not required for returns.
- Interface processing errors (e.g., validation errors, etc.) will be written to a log file for the specified personnel to review on a periodic basis. Authorized personnel will correct any errors manually.

9.0 Questions

- 1. Could there be a potential that the part issue date is prior to WO open date? If so, reject or look at completed date? 8/3/16 per Linda reject
- 2. Is invoice number required? 8/3/16 per discussion with Linda, if this field in the file is blank, reject it.

10.0 Document Control and Acceptance

9.1 Summary of Changes

Version Number	Version Date	Nature of Change	Submitted Date
1.0	6/28/16	Initial draft	
1.1	8/16/16	Updated to make this a standard M5 MANCON PARTS INTERFACE for any users to use.	

9.2 Document Change Approvers

City of Detroit Project Manager	Linda Maria
Mancon Representative	Jay Houck
AssetWorks Project Manager	Tom Deibler

Signature of Approval

City of Detroit:

MANCON Representative:_	 Date:

Date:_____



Fleet Parts Supply & Inventory Management Program RFP# 202211184



FleetFocus M5 MANCON Parts Interface Enhancement

AssetW**O**RKS

Mancon Part Interface Enhancements

State of Maine DOT

FleetF_pcus[™]

FleetFocus M5 Mancon Interface May 29, 2019

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AssetWorks LLC Confidential and Proprietary | May 29, 2019

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1.0 Summary

1.1 Context

The State of Maine DOT (MEDOT) is a current M5 customer that will be utilizing Mancon for both their Commercial Repairs and part Purchase Orders. An incoming interface will be designed to read in both of these types of transactions via a .txt file.

AssetWorks has already developed a Mancon parts interface. The current M5 MANCON Part Intf will be updated, for MEDOT only, to contain these additional 2 types of transactions. Therefore, the interface should be looking for client prefix **MAI**.

1.2 Basic Information

Author:	Jamie McCracken
Date:	May 29, 2019/August 5, 2020
Client:	Maine DOT
Project Code:	MEDOT-M5-P007
WBS:	
Focus/Jira ID:	FMV-17050/FMV-20242
FleetFocus Version:	Currently 18.0.8, Test is on v18.0.5
Database and Version:	Oracle

2.0 Functional Requirements

2.1 General Workflow

There will be 2 new types of transactions coming into M5 with the following type codes:

P for part Purchase Orders

C for commercial repairs

The existing Mancon parts layout will still be utilized.

If the type code is **C**, then the M5 work order must already exist along with the related job(s). The interface will be updating the <Comm> tab of the work order as shown below.

Work Order Fill	ter Clear Filter	WO No: 53311	7895 Unit No: SM	m	A	Iternate Unit No:						
Seneral Job	b Labor Part	Comm	Fluid			a de la compañía de l						
	Calculations 0 Total Par	+ e0 00	Total Misc: \$:0.00]	Total Tax: \$0.00	Total Cost: \$	0.00	Total Cost With Mai	kup: \$0.00			
1 Edulor, \$0,00	u julairai	r 20100	Total Milou. ą	10.00	Total Tax. Sbiob	rotar obst. y	2/00	10101 0000 11101110	(isp. 2010)			
mmoralal Chau	rge Information (Loaded	(absects 0)										
Annercial cital	ige monnauon (coape	() (ecolda)										
	Description	i u necorda)	Service Code	Vendor	Date	Ref No/ Contract No	inv No	PO No.	Labor Ar	nt. Part Amt.	Misc Amt.	Tax Amt.
		(u records) —	Service Code	Vendor	Date		inv No	PO No.	Labor Ar	nt. Part Amt.	Misc Amt.	Tax Amt.
		iorecolda) —	Service Code	Vendor	Date		Inv Ns	PO No.	Labor Ar	nt. Part Amt.	Misc Amt.	Tax Amt.
		(Unecorda) —	Service Code	Vendor	Date		Inv No	PO No.	Labor Ar	n. Part Amt.	Misc Amt.	Tax Amit.
		u recorda) —	Service Code	Vendor	Date		inv No	PO No.	Labor Ar	t. Part Ami.	Misc Amt.	Tax Amt.
Job		u recurus) —	Service Code	Vendor	Date		inv No	PO No.	Labor Ar	nt Part Amt	Misc Amt.	Tax Amt.

The MANCON'S Sales Order # will reside in the *Ref No* field and the vendor's invoice # will reside in the *Inv No* field. NOTE: Any attachments will need to be done by the user manually.

In the event that the work order has already been closed, the record will be rejected. This is only to be done when system flag 5010 = MAI.

If the type code is **P**, then the M5 part Purchase Order must already exist; however, the part numbers do not need to currently exist in M5. If the part number does not exist, the current MANCON interface will add the part to both the PART MAIN CATALOG and PART INVENTORY LOCATION MANAGER. Currently, if the part number exists only in PART MAIN CATALOG, and the manufacturer does not match the parameter entered, the record is rejected. After this update, regardless of the part manufacturer on the PART MAIN CATALOG and/or the interface parameter, use the part number/mfg from the PART MAIN CATALOG cATALOG record and add it to the PILM.

The interface will be modified to add the part to the PILM record so long as the part number exists in the PART MAIN CATALOG record, regardless of the manufacturer on the file and in M5, but only when system flag 5010 = MAI.

MEDOT currently uses M5's batch auto-reordering process, so the PO and its line items could potentially already exist. The interface is to reject any existing line items on the PO in M5 and add the new line items as long as the PO is still open. The reason for doing so is that the part numbers could be changed on the side of Mancon.

2.2 Data and Application Configuration Requirements

The interface will be run from the Interface Manager frame. The naming convention of the interface will be M5 Mancon Part Intf. An example is displayed below.

1 INPL	cription UT FILE PATH	Value		.de.
	Service a summer a state of the	C:\MFIVE\INTERFACEFILES\STDMANCONPARTINTF\IN		
	PUT FILE PATH	C:\MFIVE\INTERFACEFILES\STDMANCONPARTINTF\OUT		
	E PREFIX			
	AIL TO	JOANNE MORRISON@ASSETWORKS.COM		
5 EMA	AIL FROM	INTERFACE@ASSETWORKS.COM	9.900 - 0.400 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 - 0.000 -	
6 DEF/	AULT VENDOR	1		•
	ion Schedule (Loaded 0 records)	Exclude Run Frequency Holidays Submitted By Run Desc 🕮		

The interface can be scheduled as needed and will accept a pipe-delimited .txt file. The following interface parameters will be needed:

- INPUT FILE PATH: This is the path name of the batch server directory where the file resides. This is required.
- OUTPUT FILE PATH: This is the path of where the file will be saved once it is read in. The filename will be appended with a date and time stamp. This is required.
- EMAIL TO: Enter the email address of the person to receive an email indicating success or failure of the run. The email will contain the number of successful records and the number of rejected records. Only one email address can be entered. In the email confirmation, the database name will be included so the user knows what environment the interface ran from. This is required.

- EMAIL FROM: will default to <u>interface@assetworks.com</u>; however, this can be changed by the user if another email address is preferred.
- DEFAULT VENDOR: will be the part's vendor displayed as both the primary vendor in the part main and part inventory location manager records. This is required.
- DEFAULT CLOSED WO REASON: this can be ignored as MEDOT wants all records rejected if the PO or WO is already closed
- DEFAULT COMMODITY CODE: will be the default commodity code when creating a new part record.
- DEFAULT PART RETURN REASON: enter the valid M5 reason for returning the part
- DEFAULT PART MANUFACTURER: enter the valid M5 part manufacturer

2.3 Source System/Module

Pipe-delimited .txt file

2.4 Target System/Module

FleetFocus Parts Main Catalog, Part Inventory Location Manager, and Work Orders

2.5 Direction

One-way inbound

3.0 Technical Requirements

3.1 Trigger

NOTE: Current MANCON functionality will not be repeated in this specification; only the new functionality will be reported.

The user will run the Interface Manager as needed. A .txt pipe-delimited file will be read into M5 which will either issue the non-stock part to the Work Order, department, unit or account or, as needed, create the part number in M5 and then issue the part as it currently does today. In addition, commercial repair information will be coming over if the *type code* = **C**. If the *type code* = **P**, then purchase order updates will be made.

3.2 Processing Rules (Defaults, Derivation, Transformations)

In addition to the already existing MANCON interface, there will be 2 new types of records being read in: C for commercial charges and P for part purchase orders.

If the *type code* = **C**, then the commercial charges will be added to the <Comm> tab on WORK ORDER MAIN. There will be one commercial charge per row in the .txt file; meaning that if there are 2 charges, CLAB and CPAR, the file will contain 2 rows. Any charges not sent for the existing WO is to default to

zero (0). The M5 WO and job(s) must already exist. There will always be at least a CPAR and a CLAB transaction for the same WO and same job as the CPAR record contains the vendor number. If a commercial charge has the same date, same vendor and same job as an existing commercial charge, the charge should be listed on a new row, unless the invoice number is also the same. If the invoice number is the same as an existing commercial charge with same date/job/vendor, then reject the record.

The vendor will be the vendor supplied in the CPAR record. The MANCON's Sales Order # will reside in the *Ref No* field and the vendor's invoice # will reside in the *Inv No* field.

Any credits will display as a negative quantity; meaning, that if -1 is being sent in the file, then a credit should be made. Note: all costs are sent as positive values. When the QTY is negative (-1) those values should be applied as negative values. These credits should follow the same process as commercial charges; meaning if there is more than one credit per date/vendor and job, a new row should be created on the <Comm> tab following the rules above (duplicate invoices reject). The credits will be added to a new row under the <Comm> tab of the work order.

Below is an example of a credit:

|0608|07/14/2020 23:30:00|C|364677|03-17-001|SCP060401|CLAB|700790532|-1|EA|100.0000 |0608|07/14/2020 23:30:00|C|364677|03-17-001|SCP060401|CPAR|3054|-1|EA|0.0000

What would be expected to be seen on the <Comm> tab is one row with a labor cost of -\$100.

If the *type code* = **P**, the M5 purchase order must already exist. The interface is to overwrite any existing line items with the line items coming in from Mancon. It would be best to add the line items coming thru on the file before rejecting any existing line items so that the PO does not get 'cancelled' in M5. The interface is to maintain the same PO number in both systems.

There will be one row per line item. If any of the part numbers coming from the file do not already exist in M5, then the basic MANCON functionality that currently exists will create the new part number(s). Once the part number is created, then the line item will need to be added to the existing PO only if the PO is still in 'ordered' status. See the original MANCON spec for specifics.

If the part number does not exist, the current MANCON interface will add the part to both PART MAIN CATALOG and PART INVENTORY LOCATION MANAGER. After this modification, if the part number exists in PART MAIN CATALOG and not in the PART INVENTORY LOCATION MANAGER, regardless of which part manufacturer, use that part number and add to the PILM. Stockness should be set to 'stock' when system flag 5010 = **MAI**. (Current functionality introduced in FMV-17050)

The interface will be modified to add the part to the PILM record so long as the part number exists in the PART MAIN CATALOG record, regardless of the manufacturer on the file and in M5, but only when system flag 5010 = MAI.

Any part warnings can be ignored such as the cost has been exceeded.

If there is a transaction type of **W** and the work order is closed, reject the record only if system flag 5010 = **MAI**.

System flag, 2055, is set to Y; therefore, part cost can come in on the file at 0 cost.

A reject screen will need to be modified to include type C and type P rejects.

4.0 Error Processing

All rejected records are written to a table, INTERFACE_REJECT, for reprocessing. A new batch (shown as "Stat ID") row will be created each run. Scheduling the interface to run in shorter intervals will create more statistics rows which may be more cumbersome for The City of Detroit when handling the rejects.

The Interface Reject Manager allows the user to correct whatever was invalid about the record and reprocess it as if the record had run through the interface. Below is an example of what the screen could look like.

face: M	IS MANCON Part	intf	4											
starfana C	tatistics (Record	14 of 31)												
			Total	•	****		uccessful		id Time					
Stat 77865	ID 05/04/2	Run Date 2017 11:54:39	Processed	1	Pass 0	fall Re O	eprocess	0.00 In	Hrs.	Cant	1005			
77864		2017 11:49:39	1	. 1	0	0		0.00			191			
77829	84/12/	2017 11:28:33	\$	0		0		0.00						
77807	00.000	2017 09:41:35												
11007	03/0//.	2017 09:41:35	5	0	5	5		0.00						
	tejects (Loaded 5		Locat	on	5 Issue Dat	5 	Type Code	U.UU Type Num	doL	Invoice M		Part No.		Description
Interface R	tejects (Loaded 5	i records)	5 Locat	on	5 Issue Da 01/01/2017 13:00	e . !	Code		Job 01-02-001	Invoice N	lo.	Part No.	PART DESCRIPTION	45
Interface R	tejects (Loaded 5	Error Msg No P1120	FM	on	and characterized and the second second	e (00 (00 (00 (00 (00 (00 (00 (00 (00 (0	Code	Type Num		a procession		Part No.	PART DESCRIPTION	45 45
Interface R Resubmit	tejects (Loaded 5 : Stat ID 77829	Error Msg No P(120	FM	0 on	01/01/2017 13:00	e 00 3 WO	Code	Type Num 533116504		INVN05	INTF-5	Part Na.	Conception and Conception of the second seco	45 45
Interface R Resubmit	Rejects (Loaded 5 Stat ID 77829 77829	Error Msg No P1120	FM	on	01/01/2017 13:00	e WO 00 © WO 00 © DE 00 © UN	Code	Type Num 533116504 0010	01-02-001	INVN05 INVN05	INTE-5	Part No.	PART DESCRIPTION	45 45 45

5.0 Testing Scenarios

Scenario 1: Verify that the existing Mancon interface functionality remains intact

- Scenario 2: Invalid vendor number
- Scenario 3: No such Work Order Number
- Scenario 4: Invalid inventory location
- Scenario 5: Missing invoice number
- Scenario 6: No such part Purchase Order
- Scenario 7: No such unit of measure

Scenario 8: Validate that The MANCON'S Sales Order # resides in the *Ref No* field and the vendor's invoice # resides in the *Inv No* field.

Scenario 9: Verify that the record gets rejected if the WO is closed.

Scenario 10: No such Work Order Number and job code

Scenario 11: Verify that a record is rejected if the PO is already closed

Scenario 12: Verify that if type code = **C**, then only CPAR, CLAB, CTAX or CMISC can be accepted for the field, *Item* #.

Scenario 13: Confirm that any existing line items on the PO are overwritten with the new line items coming in from the file and that the PO number remains intact. For example, if the PO # in M5 is 123 and has 4 line items and the PO number in the file is 123 with 5 line items, the PO number should still be 123 with 5 line items.

Scenario 14: Validate that any items that do not have a value (CPAR, CLAB, CTAX or CMISC), defaults to zero (0).

Scenario 15: Confirm that if the part exists in PART MAIN CATALOG, but not in PART INVENTORY LOCATION MANAGER, that this part will be the part put on the PO and a location record will be created. This is only if system flag 5010 = **MAI**. If the part does not exist in PART MAIN CATALOG, then the normal MANCON functionality will use the part manufacturer from the interface parameters. (Stockness should be set to 'stock' when system flag 5010 = **MAI**.)

Scenario 16: Confirm that if there are duplicate master part numbers with different manufacturers, and a PILM record needs to be created, that the first alphabetical manufacturer is the part number that gets created. (Existing functionality is maintained.)

Scenario 17: Validate that if the transaction type is **W** OR **C** and the WO is closed, that the record is rejected only if system flag, 5010=**MAI**.

Scenario 18: Make sure the part processing is for all type codes. (Parts reserved to Unit, Department, Indirect Account, WO, Direct Account)

Scenario 19: Confirm that the vendor for type_code=C, is not coming from the DEFAULT VENDOR interface parameter but rather from the CPAR transaction (in the file).

Scenario 20: Confirm that if the CPAR record does not contain the vendor (field name 'description' and type_code=C), that the record is rejected.

Scenario 21: Confirm that credits, if type_code=**C**, are applied to the WO and follow the same rules as the commercial charges, but have negative costs/values.

Scenario 22: Verify that if there is more than one commercial charge for the same date, same job, same vendor that a new row is displayed on the <Comm>tab unless the invoice number is the same. If the invoice number should be the same, then the record should be rejected.

6.0 Schedule Expectations and Dependencies

To be patched to v18+

7.0 Estimated Effort/Budget

Fixed fee - \$23,780 (original request), Fixed Fee - \$24,600 (additional change request) = \$48,380 in total

8.0 Assumptions

- The vendor number must exist as a valid M5 vendor.
- System flag 5010 is set to MAI.
- Interface processing errors (e.g., validation errors, etc.) will be written to a log file for the specified personnel to review on a periodic basis. Authorized personnel will correct any errors manually.
- Customer must be on v18.0+ as core functionality will not be modified for this interface.
- Customer is responsible for management of rejects, standard error processing logic of M5 will apply.
- User acceptable testing is client responsibility within 30 days of delivery.
- Full amount is due upon delivery, not client acceptance.

9.0 Questions

1. Confirm if date/time is date of entry or date of receipt/date of invoice. ANSWER: 10/1 email from Jay, this is entry date

10.0 Document Control and Acceptance

10.1 Summary of Changes

Version Number	Version Date	Nature of Change	Submitted Date
1.0	9/3/19	Initial draft	
1.1	10/4/19	Updated to indicate that records get rejected if either the PO or WO is closed.	
1.2	11/20/19	Updated per development review.	
1.3	2/7/20	Updated per Mancon review; no job code for type of P	

1.4	2/10/20	Updated per call with Mancon; removed the client in position 1 and that all PO lines should be overwritten in M5 with whatever line items come in from the file while maintaining the same PO number.	
1.5	6/23/20	Updated per requested changes from Maine. Including not receiving or closing POs for transaction type=P. Also, not creating a new part if the part should exist in PART MAIN CATALOG and not in PART INVENTORY LOCATION MANAGER. Reject records with transaction type of W if the work order is already closed.	
1.6	06/29/2020	Spec Review/Updates/Comments	
1.7	7/08/2020	Updated per call on 7/8 to clarify how a part is added, if needed. Make sure this occurs for every type transaction.	
1.8	07/14/2020	Final review with Jamie. Left in the vendor# match as that was not part of the quoted change.	
1.9	8/5/2020	Added 3 new requirements: allow for credits, add new row if same job/date/vendor and different invoice # and for type_code=C, grab the vendor from the CPAR record and not INTERFACE PARAMETERS or the job line of the WO.	
2.0	08/14/2020	Reviewed w/ Jamie and ensured changed verbiage.	

10.2 Document Change Approvers

State of Maine Project Manager	Danielle Brooks
Mancon Representative	Jay Houck
AssetWorks Project Manager	Tom Deibler

11.0 Appendix A – File Layout

File Layout

Field	Position	M5 fieldname	Comments
Location	1	If type code = P, then part_inl.location. If type code = C, then o_job.location	If type code = P, then this must be a valid M5 inventory location; else reject. If type code = C, then this must be a valid M5 maintenance location; else reject.
Date/Time	2	If type code = P , then Part_inl. sent_dt. If type code = C , then o_comm_chg.entry_dt	Format dd/mm/yyyy hh:mm:ss
Type Code	3		If C , then this is a commercial repair. If P , then this is a part PO.
Type Num	4	part_inl.po_no, if type code= P ; else o_comm_chg.wo_no for type_code = C	This would be the PO# if type code = P or the WO# if the type code = C . If either the PO or WO does not exist in M5, then reject the record.
Job Code	5	For type code = C only , O_comm_chg.job.	If type code = C, must be a valid job on work order number entered, else reject. There will be no job code for a type code of P as all parts will be stock.
Invoice #	6	If type code = P, then o_part_chg.inv_no. If type code = C, then o_comm_chg.inv_no	If blank, then reject the record. This is the vendor's invoice to Mancon.
Part No	7	If type code = P and the line item does not already exist, add the line to the PO, join part_orders.part_id to parts.part_id to get part number.	If type code = P, then this must be a valid M part number. If the part number does not exist, then create part main record and part inventory location record before updating the PO. If the part should exist in PART MAIN CATALOG, use that part number and manufacturer only if system flag, 5010 = MAI. If type code = C, item number will be either CLAB, CPAR, CMISC, or CTAX, and the unit cost below would go in the appropriate cost field. C will be a many to one dataset MANCON will send up to 4 lines, one for each item number (CLAB, etc), but they go into a single M5 Commercial line. If any of the line items do not exist in the file, default to 0. For example, if there is a row for CLAB CPAR and CMISC, but not for CTAX, default of for the tax.
Description	8	If type code = P, then Parts.description and part_inv_loc.description. If type code = C and item # = CLAB, then o_comm_chg.ref_no. If type code = C and item # is CPAR,	If type code = P and the part number does not exist, then this is the part description; otherwise, there would be nothing else in this field for type code P . If type code = C and item # is CPAR , then this will be the vendor number. If type code = C and the

Qty	9	then join o_comm_chg.vendor_id to vendor.vendor_id to get vendor number. If type code = P and the PO	item # is CLAB, then this is the reference number. CPAR will always be sent. If type code = C and there is a negative
Qty		line item already exists, then part_jnl.qty. If type code = P and the PO line needs to be added, then part_orders.qty_req	value, this is a credit (will display as -1, as an example). If the type code = C and QTY is >=0, ignore the value. If type code = P and there is no value, reject the record.
UOM	10	If type code = P and the line item already exists on the PO, then part_jnl.unit_inventory. If type code = P and the line item does not exist, the add the line item to the PO, part_orders.inventory_um	If type code = P , then must be a valid M5 unit of measure; else reject. Ignore if type code = C .
Unit Cost	11	If type code = P, then part_jnl.unit_do. If type code = C and item # = CPAR, then o_comm_chg.part_cost_do. If type code = C and item # = CMISC, then o_comm_chg.misc_cost_do. If type code = C and item # = CTAX, then o_comm_chg.tax_do. If type code = C and item # = CLAB, then o_comm_chg.labor_cost_do	Format 9999.9999

Signature of Approval

MANCON Representative: St of Maine: David Mealey

Date: <u>8-20-20</u>



Fleet Parts Supply & Inventory Management Program RFP# 202211184



FleetFocus M5 MANCON Parts Interface PILM Enhancement

AssetW**O**RKS

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Mancon PILM Enhancement

State of Maine DOT

FleetF₂cus[™]

FleetFocus M5 Mancon Interface October 12, 2021



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1.0 Summary

1.1 Context

The State of Maine DOT (MEDOT) is a current M5 customer utilizing the MaineDOT version of Mancon which includes Purchase Orders and Commercial charges (FMV-17050/FMV-20242). An enhancement needs to be made to the PILM record, if it already exists as non-stock, to be stock.

1.2 Basic Information

Author:	Jamie McCracken
Date:	October 12, 2021
Client:	Maine DOT
Project Code:	MEDOT-M5-P007
WBS:	
Focus/Jira ID:	FMV-23355
FleetFocus Version:	Currently v18.0.11
Database and Version:	Oracle

2.0 Functional Requirements

2.1 General Workflow

Currently the Maine Mancon interface performs the following when a part record needs to be created:

If type code = P and if the part does not exist, the interface adds it to both the catalog and PILM as stock.

If type code = P and if the part exists in the catalog, but not the PILM, the interface adds as stock in the PILM.

If type code = P and if the part exists in both the catalog and the PILM, the interface does not perform any updates. The interface will be modified to change the stockness of the PILM record to stock, if it should be non-stock.

The new enhancement is if the PILM part number's stockness is non-stock, the interface is to change the stockness to stock.

2.2 Data and Application Configuration Requirements

The interface will still be run from the Interface Manager frame, M5-MAINEDOT-MANCON-INTF.

The interface can be scheduled as needed and will accept a pipe-delimited .txt file.

2.3 Source System/Module

Pipe-delimited .txt file

2.4 Target System/Module

FleetFocus Part Inventory Location Manager

2.5 Direction

One-way inbound

3.0 Technical Requirements

3.1 Trigger

The user will continue to run the Interface Manager as needed.

3.2 Processing Rules (Defaults, Derivation, Transformations)

If the part number does not exist, the current MaineDOT MANCON interface will add the part to both PART MAIN CATALOG and PART INVENTORY LOCATION MANAGER. After this modification, if the part number exists in PART MAIN CATALOG and in the PART INVENTORY LOCATION MANAGER, check to see if the part number is non-stock at the PART INVENTORY LOCATION MANAGER LEVEL. If so, change the stockness to be 'stock.'

4.0 Error Processing

All rejected records are written to a table, INTERFACE_REJECT, for reprocessing. A new batch (shown as "Stat ID") row will be created each run. Scheduling the interface to run in shorter intervals will create more statistics rows which may be more cumbersome for the client when handling the rejects.

The Interface Reject Manager allows the user to correct whatever was invalid about the record and reprocess it as if the record had run through the interface. Below is an example of what the screen could look like.

5.0 Testing Scenarios

Scenario 1: Confirm that if the part does not exist in either the PART MAIN CATALOG and the PART INVENTORY LOCATION MANAGER, that the part is added as 'stock.'

Scenario 2: Confirm that if the part exists in PART MAIN CATALOG, but not the PART INVENTORY LOCATION MANAGER, that the part is added to the PILM as 'stock.'

Scenario 3: Confirm that if the part already exists in both the PART MAIN CATALOG and the PART INVENTORY LOCATION, that the PILM is designated as 'stock.'

6.0 Schedule Expectations and Dependencies

Work quoted to be delivered within v.22.0.x, v21.1.x, v21.0.x, v20.1.x of FleetFocus

7.0 Estimated Effort/Budget

Fixed fee - \$25,174

8.0 Assumptions

- The vendor number must exist as a valid M5 vendor.
- System flag 5010 is set to MAI.
- Interface processing errors (e.g., validation errors, etc.) will be written to a log file for the specified personnel to review on a periodic basis. Authorized personnel will correct any errors manually.
- Customer must be on v18.0+ as core functionality will not be modified for this interface.
- Customer is responsible for management of rejects, standard error processing logic of M5 will apply.
- Customer will be required to upgrade to the version of the software which contains these features. All Upgrade or installation actions and testing are the responsibility of the customer and at the customer's expense.
- No hotfix patch deliverable or early deliverable are included in this project.
- User acceptable testing is client responsibility within 30 days of delivery.
- If this order is abandoned/paused by the client for any reason mid-effort, the client will be billed for all of AssetWorks' time incurred at the current contracted labor rate.
- 50% of the engagement's cost will be invoiced upon signature acceptance of design specification by client, the remaining 50% will be invoiced upon client acceptance or +30 days from AssetWorks delivery, whichever comes first. Milestones are listed below:
 - Milestone #1 Signature acceptance of design specification, 11,275.00 USD
 - o Milestone #2 Client acceptance or +30 days of delivery, 11,275.00 USD

10.0 Document Control and Acceptance

10.1 Summary of Changes

Version Number	Version Date	Nature of Change	Submitted Date
1.0	10/12/2021	Initial draft	
1.1	10/14/2021	Development review/updates.	

10.2 Document Change Approvers

State of Maine Project Manager	Danielle Brooks
Mancon Representative	Steve Muffler
AssetWorks Project Manager	Tom Deibler

Signature of Approval

MANCON Representative:

State of Maine:

Date: 10-29-202]

Date:_____





The functionality described on the preceding pages allows MANCON to transmit hourly parts issuance information for the purpose of populating the applicable work orders and inventory records. Although data transmission is accomplished hourly, the file can be sent more or less frequently if requested by MaineDOT. The interface allows MaineDOT to have a very precise picture of parts issuance against open work orders while also increasing transactional accuracy and repair cost in FFMS.

To avoid errors associated with manual processing, MANCON automatically posts issues to MaineDOT's FFMS by transferring parts issuance and purchased services data directly from NAV. We accomplish this by capturing order data in NAV which allows us to pass back the parts issue or services information which corresponds to the order. The varied fleet management software that we are required to interface with has caused MANCON to develop the talent and capability to define and develop unique datasets. Even within the same fleet management system software, the dataset between two customers will be different. Below is a sample of MaineDOT's FFMS interface dataset which is transmitted hourly from NAV's SQL Server database.

```
|0340|01/30/2023 09:00:00|P|03400492400||SIP2140454|42003013007|CLUTCH; FAN VOLVO|1|EA|462.1200
0605|01/30/2023 09:00:00|C|393416|38-33-003|SIP2140463|CLAB|34175|1|EA|436.0000
0605101/30/2023 09:00:001C1393416138-33-003151P21404631CPAR1540011EA1595.2800
0605 01/30/2023 09:00:00 C 393416 38-33-003 SIP2140463 CMISC 34175 1 EA 13.0800
|0520|01/30/2023 09:00:00|P|05200492401||SIP2140485|34004019047|LAMP|1|EA|50.9300
05201/30/2023 09:00:00 P 05200492401 SIP2140485 13010199001 COUPLING; 1/8 F X 1/8 F 4 EA 1.4900
0520|01/30/2023 09:00:00|P|05200492401||SIP2140485|BK6652188|SCREW; TAP|1|EA|6.6000
0603 01/30/2023 09:00:00 D 73451 SIP2140357 53099100011 CLEANER; PINESOL 60 FLOZ 1 EA 8.6700
|0608|01/30/2023 09:00:00|W|393544|00-60-040|SIP2140376|45011001052|FILTER; HYD TRANSMISSION|1|EA|10.3800
0608 01/30/2023 09:00:00 C 393336 03-17-001 SIP2140457 CLAB 700809010 1 EA 103.0000
|0608|01/30/2023 09:00:00|C|393336|03-17-001|SIP2140457|CPAR|3054|1|EA|451.0000
0601|01/30/2023 09:00:00|W|391803|12-02-099|SIP2140471|53098002004|PRIMER; 1 GAL YELLOW SATIN EPO|1|EA|161.5200
|0601|01/30/2023 09:00:00|W|391803|12-02-099|SIP2140471|53098008001|REDUCER; 1 GAL AXALTA FOR PRIM|1|EA|46.9000
|0601|01/30/2023 09:00:00|D|73620||SIP2140354|53004999425|HARD HAT; V-GUARD W/MAINE LOGO|1|EA|24.3600
|0620|01/30/2023 09:00:00|P|06200492326|0620|SIP2140360|62072300362|BLOCK; TRIP RH 00 EVEREST|1|EA|976.7000
0607 01/30/2023 09:00:00 W 393430 14-96-005 SIP2140402 GNFUELSERVICEPARTS MISC; PARTS FOR FUEL SERVICE 1 EA 15.1800
0330 01/30/2023 09:00:00 P 03300492055 | SIP2140410 ECHST82 | RELAY; 3 POST STARTER 1 EA 32.4400
```

MANCON's headquarters support staff monitors the interface throughout the workday and identifies transactions that are rejected due to incomplete or errant data which are then corrected and re-transmitted to FFMS in a subsequent dataset. To reduce errant data entry, MANCON has validation rules applied to key data fields on each sales order to ensure order type, work order, unit, department, and Satellite Camp Location are formatted correctly at the time of entry. MANCON is committed to ensuring that MaineDOT fleet leadership continues to have the necessary data to perform accurate and timely repair cost and parts availability related decision-making and analysis.

1.h. Describe, in detail, the ability to utilize an 11-digit parts supply coding standardization method. Details to include how MaineDOT's multiple part numbers for same item will be cross-referenced in the inventory. Provide details for utilization of this system in other locations, if applicable. Provide name and contact information for locations where this system is currently in use. If this system has never been utilized, please explain in-depth the course of action to implement this process.

While no other customer requires MANCON to associate stocked or purchased items with a unique customer part number, MANCON has successfully established a process to associate all suitable





substitute part numbers together under a single MaineDOT product identification number (MPIN). MANCON has assigned one Parts Specialist (MPIN) in Augusta who is responsible for identifying items in both FFMS and NAV which require MPIN assignment. Because new items are required by MaineDOT as vehicles and equipment change over time, MANCON is constantly creating new item records as vendors release new items, as vendors change item numbers on existing parts, and as new suppliers are used as sources. So, the activity of assigning new MPINs is a continuing stream of work.

When the Parts Specialist (MPIN) identifies an item in NAV or FFMS requiring MPIN assignment, our staff then uses various parts cross-reference databases and supplier websites to research which items are suitable substitutes for the item requiring an MPIN. Using MaineDOT's 5-digit vehicle system and assembly construct for MPIN assignment plus a six-digit unique part number, the Parts Specialist (MPIN) determines the 11-digit MPIN and creates an item record in FFMS for it.

MANCON maintains cross-reference relationships on the NAV Item Card among parts which have the same form, fit, and function, but they have different manufacturer's part numbers. This crossreference information allows the MPIN to be associated with the manufacturer part numbers in NAV that the Parts Specialist (MPIN) has identified. The following screenshot displays the NAV Item Card for part number RAD64057478 and its associated MPIN 53004999359 which is provided in the cross-reference field.

Microsoft Dynamics NAV													н	ome Item Requ	iest Inventory	Purchasing Sale
ME ACTIONS NAVIGATE	REPORT															
s by Item Availability tion by - Dimension	ons 🗸 👘 Extended Text	s 📳 Special Groups	Ū.	-				6 57478 · GLO	01	Orders	NSULATE SM	Crders	• ×	Stockkeeping ts Units	Service Troublesho	oting Troubleshooting Setup
Availability	Master D	Data	HOME									Ca.	□ ?	Varehouse	Se	rvice
tole Center tems ttockkeeping Units	Items		New	Close	List	Notes Links	Open in Excel									
ransfer Orders losted Transfer Shipments losted Transfer Receipts	• new No. ▼	Description	New	Manage		how Attached Cross- Reference Type	Page Cross- Reference Type No.	Cross- Reference No.	Unit of Measure	Variant Code	Description	Disco Bar Code	-	SKU Maximum Inventory	Qty. on Purch. Order	Qty. on Sales Order
iendors	RAD64057	GLOVES; WINT		RAD64057478		Customer	MAINEDOT	53004999359	EA				1	0	0	0
rchase Orders			-													
sted Purchase Receipts																
osted Purchase Invoices			-													
irchase Return Orders			-													
osted Return Shipments			-													
sted Purchase Credit M			-													
les Quotes			-													
les Orders			-													
sted Sales Shipments			-													
sted Sales Invoices			-													
eles Return Orders			-													
sted Return Receipts			-										\$			
osted Sales Credit Memos			-										$\overline{\mathbf{x}}$			
ser Filters			-										Ψ			
etail Items	4															
hart of Accounts																

Having the MPIN in the NAV cross-reference field has numerous benefits because it allows the MPIN to be included in the transactional data transmitted via the interface hourly as demonstrated

in sample dataset on the preceding page. Further, the MPIN is available to be printed on NAV generated labels which are affixed to parts for purpose of identification by MaineDOT technicians. A sample of a label for a Deka battery cable part number 04608 and MPIN 32001002016 is provided herein. Lastly, as required by the RFP, the MPIN is also available on

	11702B
DEK04608	
CABLE; BATTERY 4GA RED	100FT
32001002016	1/26/23





MANCON's sales invoice generated from NAV. A sample of sales invoice SIP2133206 below reflects the MPIN, indicated as "Customer Item;," which is associated with each line item issued to MaineDOT on the invoice. This high level of invoicing details promotes transparency and auditability of every part issued to MaineDOT.

STEW CURTIS	T DR					INVOICE Page: 1
CARIBOU, MI UNITED STAT					Invoice	SIP2133206
207-493-320				In	voice Date:	1/23/2023
DANIE 66 INE	E DEPT. OF TRANSPORTATION ELLE BROOKS DUSTRIAL DRIVE ISTA, ME 04333			N 1 N	IAINE DOT - MEDV IEDWAY 85 GRINDSTONE R EDWAY, ME 0446 NITED STATES	D
				Custom P.O. Nu	nber	MAINEDOT
Ship Via				P.O. Dat	-	1/23/2023
Ship Date	1/23/2023			Our Oro SalesPe		SO-2170285 SCM
Due Date	1/23/2024			WO#	3011	00600490446
Terms	365 DAYS	-		Unit#		0060
ltem/Descrip	ption	Unit	Order Qty	Quantity	Unit Price	Total Price
	USHARM LOW EVEREST PAT r Item: 62072300318	EACH	1	1	36.60	36.60
PHQ1014388 FITTING; H		EACH	4	4	5.45	21.80
GAT8MP8FPX ADAPTER;		EACH	1	1	6.20	6.20
CH24505 KIT; LOCK (EACH	2	2	10.68	21.36

		Subtotal:	85.96
Amount Subject to Sales Tax	0.00		
Amount Exempt from Sales Tax	85.96	Total Sales Tax:	0.00
		Total:	85.96





Additionally, using a search feature in the Data & Reports Portal, cross-referencing the MPIN in NAV allows the stockroom staffs to identify alternate part numbers to the item requested by MaineDOT technicians. Searching by NAV Item MPIN 45011001191 on the following screen shot returns all the part numbers that are cross-referenced with the MPIN.

Home	Reports						
Training	NAV Items Equipment ID	Search	Vendors	Search	Employee	Search	
Logoff	ItemNum	Search	Beneficities	Marta			
Quick Views	INT1884508C2	WIX57708, 45011001191, 1884508C2	Description FILTER; OIL 57708 INTL PAT 2015	Vendor HMOTOR - 1884508C2, NFKTRK - 1884508C2, TRKSS - 1884508C2			
SLA % Gauges	WIX57708	INT1884508C2, 45011001191, 765809577084	FILTER; OIL SPIN ON WIX57708	AUTOPLUS - WIX57708, CARQUEST - 84708, C OREILL - 57708, STONETRUCK - 57708	CITYTA - 060.42.1708, MPOV	VER - 57708, NOLAN - WIX57708,	
SLA Failures	FIL7708	45011001191, 765809215047	FILTER; OIL	FILTER; OIL CENFARM - 7708			
Open Orders	INT1884508C1	45011001191	FILTER: OIL WIX57708	LUCAST - 1884508C1, POWELL - 1884508C1, TRKSS - 1884508C1, VALLEYFORD - 1884508C1		YFORD - 1884508C1	
	CFI84708	45011001191	FILTER; OIL CFI84708	CARQUEST - 84708			
Inventory							

By systematically establishing these cross-reference relationships, MANCON maximizes the number of issues immediately available from stock rather than purchasing an item when a substitute may be available in stock.

In FFMS, the Parts Specialist (MPIN) establishes the MPIN item record and performs a function to merge all the relevant cross-referenced items and their respective transaction history under the MPIN while also adding any additional substitute part numbers to the FFMS item record. This action to merge all the activity for any substitute item under the MPIN allows MaineDOT to understand part usage regardless of which part brand was used to repair a vehicle. The following screenshot is an example of the Parts Specialist (MPIN) merging part number WCH9901K4XL in to MPIN 53004999356 to create the cross-reference in FFMS.

Asset	ØRKS	MENU Q SE	earch Frames and Reports	v 🔮 🛛	0040 - HANCOCK	v		PROFILE	LOG
Home	Favorites	🗸 History 🗸	≁ Reports ¹ Dash	board					? 🔨
SAVE	UNDO	REFRESH	DELETE FIND						
Part N	/lerge								
Part will be	eliminated								
Numbe	er: WCH990IK4XL		Manufacturer: NAP	4					
X Ref	s: WCH990IK4XL (M	MST) NAPA 🗸							
Descriptio	n: GLOVES; 4XL LEA	THER COWHIDE DR							
Part Numbe	er will remain								
Number:	53004999356	Man	ufacturer: UNKNOWN						
- Sobodulad	Part Mergers (Loade								
Record	Merge	Merge Process	Scheduled	Merger	Old Part	Old	Merged Part	Merged	
No.	Status	Error Message	Date	Started	Number	Manufacturer	Number	Manufacturer	
27522	Scheduled		21-Feb-2023 08:55:36		WCH990IK4XL	NAPA	53004999356	UNKNOWN	

Further, the Parts Specialist (MPIN) determines where every cross-referenced item associated with the MPIN is stocked at the Satellite Locations and if a min/max is assigned it is relocated from the substitutable item to the MPIN prior to the merge. Lastly, the Parts Specialist (MPIN) informs the MANCON staff responsible for stocking the Satellite Location to print and deliver new labels for merged cross-referenced items so they can be affixed to the stocked items to facilitate identification as the same MPIN regardless of brand.





MaineDOT identifies Satellite Location excess inventory which can be returned to MANCON and redistributed to other locations that has demand for it. MANCON and a MaineDOT employee conduct a joint inspection of those items which have been identified for MANCON return to determine if the parts are suitable for future issue as well as a physical inventory count. This process saves MaineDOT money by systematically identifying and using parts that would otherwise remain dormant resulting in disposal.

Below is a sample invoice for this inventory return process with the associated partial line-item detail displayed on the following page.

	Customer Name		Page 1
INVOICE	MANCON, LLC Customer Number	Invoice Number	
emit to:	17DMANCON		an a mag dalatan dalam dalam dalam dalam dalam dalah dalah dalam dalam dalam dalam dalam dalam dalam dalam dala An
MAINE DEPARTMENT OF TRANSPORTATION	TIDHANCON	23MN0016276	01-20-23
FLEET SERVICES 26 STATE HOUSE STATION		AR Dept BRRC	
AUGUSTA ME 04333		17D:MTS	02-19-23
		\$8,052.31	Anount Enclosed
Bill to:			
MANCON, LLC 66 Industrial Drive Augusta ME 04333			
		Payment Method: Che	ck 🔲 Money Order 🗍
Please check if address has change address on back of stub and attack	ed. Write correct	Please write Invoic	
address on back of stub and attack	n with payment	check or Money Orde	r. DO NOT MAIL CASH
ease detach the above stub and retur	n with your remittance pa	vable to TREASURER, STATE	OF MAINE
\$			
3. X. X	MOTOR TR	ANSPORT	
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	MOTOR TR	SIZE AND A LOOK AND A L	
	Politiki and the base of the second second	SIZE AND A LOOK AND A L	
	ORIG.	WAL	
	Politiki and the base of the second second	WAL	
	ORIG.	NAL	02-19-23
ANCON, LLC	ORIG Customet Number 17DMANCON	NAL Ocig. Inv. Date 01-20-23	02-19-23
ANCON, LLC voice Charges	ORIG Customet Number 17DMANCON	Oc1g. Toy. Date 01-20-23 01-20-23 Thyo1ce Number 23MN0016276	02-19-23 Divoice Date 01-20-23
ANCON, LLC oice Charges af ine DESCRIPTION	ORIG Customet Number 17DMANCON	NAL Orig. Inv. Date 01-20-23 Invoice Number 23MN0016276 of Unit	02-19-23 Divoice Date 01-20-23 Charges/
ANCON, LLC oice Charges af ine DESCRIPTION	ORIG Customer Number 17DMANCON No.of Unit	NAL Orig. Inv. Date 01-20-23 Invoice Number 23MN0016276 of Unit	02-19-23 Divoice Date 01-20-23 Charges/ Credit
ANCON, LLC oice Charges ef ine DESCRIPTION DESCRIPTION	ORIG Customer Number 17DMANCON No.of Unit	NAL Orig. Inv. Date 01-20-23 Invoice Number 23MN0016276 of Unit	02-19-23 Divoice Date 01-20-23 Charges/
ANCON, LLC oice Charges ef ine DESCRIPTION Parts returned to Mancon	ORIG Customer Number 17DMANCON No.of Unit	NAL 9r1g Inv. Date 01-20-23 Invsice Number 23MN0016276 of Unit ure Price	02-19-23 Divoice Date 01-20-23 Charges/ Credit \$8,052.31
ANCON, LLC oice Charges ef ine DESCRIPTION Parts returned to Mancon	ORIG Customer Number 17DMANCON No.of Unit	NAL Orig. Inv. Date 01-20-23 Invoice Number 23MN0016276 of Unit	02-19-23 Divoice Date 01-20-23 Charges/ Credit \$8,052.31
ANCON, LLC roice Charges ef ine DESCRIPTION Parts returned to Mancon	ORIG Customer Number 17DMANCON No.of Unit	NAL 9r1g Inv. Date 01-20-23 Invsice Number 23MN0016276 of Unit ure Price	02-19-23 Divoice Date 01-20-23 Charges/ Credit \$8,052.31
ANCON, LLC roice Charges ef ine DESCRIPTION o. Parts returned to Mancon W0#391511	ORIG Customer Number 17DMANCON No.of Unit	NAL 9r1g Inv. Date 01-20-23 Invsice Number 23MN0016276 of Unit ure Price	02-19-23 Divoise Date 01-20-23 Charges/ Credit \$8,052.31 jes \$8,052.31
ANCON, LLC roice Charges ef ine DESCRIPTION Parts returned to Mancon W0#391511 Padit Payments Applied	ORIG Customer Number 17DMANCON No.of Unit Units Meas	NAL Ocig. Inv. Date 01-20-23 Invoice Mpmber 23MN0016276 of Unit ure Price Total Invoice Charg	02-19-23 Divoize Date 01-20-23 Charges/ Credit \$8,052.31 \$8,052.31 \$0.00
ANCON, LLC roice Charges ef ine DESCRIPTION Parts returned to Mancon W0#391511 sdit Payments Applied tal Amount Due By 02-19-23	ORIG Customer Number 17DMANCON No.of Unit Units Meas	NAL Ocig. Inv. Date 01-20-23 Invoice Mpmber 23MN0016276 of Unit ure Price Total Invoice Charg	02-19-23 Divoize Date 01-20-23 Charges/ Credit \$8,052.31 \$8,052.31 \$0.00
Parts returned to Mancon	ORIG Customer Number 17DMANCON No.of Unit Units Meas	NAL Ocig. Inv. Date 01-20-23 Invoice Mpmber 23MN0016276 of Unit ure Price Total Invoice Charg	02-19-23 Thvoice Date 01-20-23 Charges/ Credit \$8,052.31 \$8,052.31 \$8,052.31 \$8,052.31
ANCON, LLC roice Charges ef ine DESCRIPTION Parts returned to Mancon W0#391511 sdit Payments Applied tal Amount Due By 02-19-23	ORIG Customer Number 17DMANCON No.of Unit Units Meas	NAL Ocig. Inv. Date 01-20-23 Invoice Mpmber 23MN0016276 of Unit ure Price Total Invoice Charg	02-19-23 Divoize Date 01-20-23 Charges/ Credit \$8,052.31 \$8,052.31 \$0.00

Ma Parlyne Perry

207-624-8263 Dariyne, Perryénaine, gov





Work Order:	391511	Dept No: M/ MI	ANCON - MANCO N	ON MAN	CON, LLC - 1	7DMANCON
Repair Job: 14-5	3-099 - INSTAL/	REMOV Expendable Parts		Total	Job Cost:	8,052.31
Job Location:	PLYMOUTH		Labor Hours:	0.00	Labor Cost:	0.00
Repair Reason:	COMP PARTS IN	VENTORY	Warranty Viola	tion:	None	
<u>Pa</u>	arts	Description	1	Quantity	Unit Price	Total Cost
45011001124		FILTER-OIL STEAM TRLR/A		1	3.46	3.46
03001078009		SENSOR W/CABLE-ROAD T		3	666.16	1,998.48
16003001018		SHOCK-FRT 08 F350 CREW	CAB	2	34.80	69.60
1VO20414543		HOOD BEZEL		1	234.09	234,09
1PK2MP2FPL		1/8 MALE PIPE 1/8 F PIPE		6	2.04	12,24
65099007029		STEM-HOSE 1/8MP-1/4H		2	3,45	6.90
65099007056		ADAPTER-HYD 3/4MP-3/4FF	° SW	1	4.24	4,24
78099006579		NIPPLE-PIPE 3/8MP HEX ST	EEL	2	1.46	2.92
53098600010		TAPE-GRIP 6 INCH SAFETY	WALK	60	0.95	57.00
78099006620		ELBOW-PIPE 1/2MP-1/2MP 9	POSTEEL	1	15.85	15.85
65099001021		ADAPTER-HYD 3/8MP-3/8M	JIC 90	3	4.81	14.43
65099001414		ADAPTER-HYD 1/4MP-1/4M.	JIC	1	1.13	1,13
65099007026		STEM-HOSE 1/4MP-1/4H		4	3.33	13.32
65099007143		STEM-HOSE 3/4FS-LOK SW	L-3/4H	2	16.82	33.64
35099001025		ADAPTER-HYD 1/20RM-1/2I	P SW90	2	8.84	17,68
65099007072		ADAPTER-HYD 3/8MP-3/8FF	SW	3	2.37	7,11
34004036001		BRACKET-MNT ARMORED I	E.D. LTS	2	4.49	8.98
65099001161		CAP-HYD 3-4 FJIC		4	1,49	5.96
35099007081		ADAPTER-HYD 3/8FP-3/8FP	SW	1	2.07	2.07
65099001173		ADAPTER-HYD 1/4MP-1/4FP	SW 90	5	3.40	17.00
78099006581		NIPPLE-PIPE 3/4MP HEX ST	EEL	1	3.36	3.36
NT3544924C1		LATCH, HOOD		2	103.79	207.58
FDF81Z2522800A	A	HINGE; LEFT DOOR UPPER		1	22.14	22.14
FD8C3Z2K005A		SHIELD; BRAKE FRONT		1	9.36	9,36
02035062008		ARM; WIPER PASS. SIDE		2	25,02	50.04
8001004052		SEAL; FRONT WHEEL HUB		3	6.80	20.40
6001014003		JOINT; UPPER BALL		1	36,99	36,99
2035060006		ARM; WIPER DRIVER SIDE L	.H	2	25.87	51,74
2035016027		ARM; WIPER (VOLVO)		1	63.54	63.54
13010112004		VALVE; DASH BRAKE		1	200.44	200.44
34001029010		PLUG-TRLR 2 POLE MAIL		2	24.70	49,40
GAT4MJ2MP		FITTING; HYDRAULIC		4	0.96	3.84
5099007619		COUPLER; 3/8 FP X 3/8 FP		6	2.39	14.34
GAT12FP12FP		ADAPTER; 3/4 TO 3/4		1	5.65	5.65
1099001162		COVER-MOTOR LOADCOVE	R DONOVAN	1	43.80	43.80
5099007168		BUSHING-HYD 1/2MJ X 3/8F.	J	3	2.42	7.26
5032200305		FITTING; TEE 3/8MX3/8MX3/	BFJIC	1	5.99	5.99
5099001101		ADAPTER-HYD 3/4MP-1/2FP		2	8.04	16.08
4003036003		PLUG-TRLR M RV FLAT 7 SF	ADE	5	7.28	36,40
2002001068		STARTER 03-04 VOLVO MIT		1	464.06	464.06
1002062001		VALVE-CONTR AIR TAILGAT	E TRLR	1	65.03	65.03
8096004205		CONNECTOR-TRLR F DUAL		2	17.37	34.74
5099001265		ELBOW-PIPE 3/8FP-3/8FP 90		1	4.07	4.07
5099004176		WRAP-HOSE HYD 3/4IN PLA		3	2.52	7.56
5099001430		ADAPTER-HYD 3/8MP-3/8FJI		1	2.98	2.98
8099007357		NUT-NC 3/4-10 GR8 ZINC		133	0.24	31.92
8099006004		BUSHING-PIPE 1/2 X 3/8		1	1.84	1.84
8099006158		FITTING-GREASE 1/8MP-27	STR	100	0.35	35.00
3099004004		CONDITIONER-DIESEL POW		2	5,45	10.89
8099001685		BOLT-NC 3/4-10 X 3 1/2 GR8		12	1.74	20.88
0033001000		DULI-110 3/4-10 A 3 1/2 (180	Z. I I N		474	

FleetFocus M5 - WOCOSTDETAIL_WO - Work Order Cost Detail V17.0

Page:2





1.i. Describe your inventory management process, how you establish minimums and maximums to avoid inventory shortages/overages.

Stocked inventory levels at the Main and Sub Garage stockrooms are calculated using MaineDOT historical parts demand, supplier availability and lead times which sets the minimum and maximum stocked quantities. MANCON owned inventory is managed by NAV which generates re-orders for those stocked items which have experienced <u>three demands</u> in a <u>year</u> to qualify an item for stocking. MANCON calculates a stocking level for each item and adjusts the minimum and maximum (Min/Max) stocking quantity so our shelf stock reflects MaineDOT historical demand. Recognizing that MaineDOT may require MANCON to stock low demand items which does not qualify an item for stock under the three annual demand criteria, this low demand inventory will be retained in stock until the item no longer has an application to the MaineDOT fleet at which time MANCON expects MaineDOT to purchase the items for disposal.

Shelf stock inventory is replenished by running the reorder report at each Main and Sub Garage stockroom. The Location Supervisor is responsible for reviewing the stock reorder to ensure it reflects any unique circumstances such as anticipated spikes in demand due to weather, special vehicle maintenance requirements, seasonal conditions, or changing fleet configuration.

MANCON's Data & Reports Portal provides our staff with several automated tools to calculate Min/Max stocking levels by selectable stockroom location. As indicated in the following screenshot, the Augusta Main Garage is selected with an item range of Wix filters from WIX51068 to WIX51791.

Home		Min Max Report				
Training	Select a location range and item r	ange below for the report.				
	Location:	Item Range:				
Live Reports	All MEDOTAUG MEDOTAUG	WIX51068	To: WIX51791			
Logoff	MEDOTBAN MEDOTCAR MEDOTDIX MEDOTSCA MEDOTSKO					

The Min/Max Advice Report returns all the Wix filter part numbers within the requested range by providing the primary sourcing supplier, the current on hand quantity at Augusta, the current Min/Max value, the suggested new Min/Max value, the number of sales order for the item in the prior 12 months, the sum of the quantities issued in the prior 12 months, the average monthly demand, the unit cost, and whether there is any exception to the current Min/Max value.

The Location Supervisor can accept or modify the Min/Max recommendation by exception while also providing a comment as to why the calculated value was not accepted.





Min	Max	Adv	1100
	IVIAA	AU	166

To Excel) Excel														
Item No	Description	UOM	Location	Vendor	ShelfNo	Cur QOH	Cur Min	Cur Max	Sug Min	Sug Max	Count of SO	Sum Qty Sold	Avg/Month	Unit Cost	MinMax Exception
WIX51068	FILTER; OIL R/DIFF BOBCAT	EA	MEDOTAUG	OREILL	11804D	2	1	2	1	2	11	11	1.00	2.37	A 1
WIX51085	FILTER; OIL WIX51085	EA	MEDOTAUG	OREILL	11804D	2	1	1	1	1	5	5	0.00	4.41	<i>∎</i> 1
WIX51249	FILTER; OIL WIX51249	EA	MEDOTAUG	OREILL	11804D	1	1	1	1	1	8	8	1.00	14.70	A 1
WIX51372	FILTER; OIL SPIN ON WIX51372	EA	MEDOTAUG	OREILL	11804D	5	2	4	5	10	58	57	5.00	4.41	No MinMax set using the recommended MPIN MinMax.
WIX51495	FILTER; HYDRAULIC WIX51495	EA	MEDOTAUG	OREILL	11804E	1	1	2	1	1	3	3	0.00	35.63	No MinMax set using the recommended MPIN MinMax.
WIX51553	FILTER; HYDRAULIC WIX51553	EA	MEDOTAUG	OREILL	11804F	3	1	1	0	0	1	4	0.00	5.48	⊘ 1
WIX51637	FILTER; PWR STEERING VOLVO CANISTER	EA	MEDOTAUG	OREILL	11804F	3	1	3	1	1	10	8	1.00	13.06	No MinMax set using the recommended MPIN MinMax.
WIX51660	FILTER; OIL WIX51660	EA	MEDOTAUG	OREILL	11803A	6	2	6	3	5	30	30	3.00	16.40	No MinMax set using the recommended MPIN MinMax.
WIX51759	FILTER; HYD TRANSMISSION	EA	MEDOTAUG	OREILL	11803B	0	4	10	8	16	85	98	8.00	14.11	No MinMax set using the recommended MPIN MinMax.
WIX51791	FILTER-OIL 3116/3126/3306 CAT	EA	MEDOTAUG	OREILL	11803B	6	4	6	5	11	32	65	5.00	9.36	No MinMax set using the recommended MPIN MinMax.

Reviewing Min/Max Exceptions is important because they are an override to the calculated quantity and therefore there should be good reason why the computer-generated Min/Max was not used. So, MANCON developed a Min/Max Exception Report to specifically review those levels which have been overridden. Using the same Augusta location and Wix filter range provided in the previous example, the Min/Max Exception Report returns those items where the Min/Max Advice was rejected and overridden by a different value.

							Min M	/lax E	xceptio	on				
tem														
To Excel														
Item No	Description	UOM	Location	ShelfNo	Cur QOH	Cur Min	Cur Max	Sug Min	Sug Max	Count of SO	Sum Qty Sold	Avg/Month	Unit Cost	MinMax Exception
WIX51372	FILTER; OIL SPIN ON WIX51372	EA	MEDOTAUG	11804D	5	2	4	5	10	58	57	5.00	4.41	No MinMax set using the recommended MPIN MinMax.
WIX51495	FILTER; HYDRAULIC WIX51495	EA	MEDOTAUG	11804E	1	1	2	1	1	3	3	0.00	35.63	No MinMax set using the recommended MPIN MinMax.
WIX51553	FILTER; HYDRAULIC WIX51553	EA	MEDOTAUG	11804F	3	1	1	0	0	1	4	0.00	5.48	<i>∎</i> 1
WIX51637	FILTER; PWR STEERING VOLVO CANISTER	EA	MEDOTAUG	11804F	3	1	3	1	1	10	8	1.00	13.06	No MinMax set using the recommended MPIN MinMax.
WIX51660	FILTER; OIL WIX51660	EA	MEDOTAUG	11803A	6	2	6	3	5	30	30	3.00	16.40	No MinMax set using the recommended MPIN MinMax.
WIX51759	FILTER; HYD TRANSMISSION	EA	MEDOTAUG	11803B	0	4	10	8	16	85	98	8.00	14.11	No MinMax set using the recommended MPIN MinMax.
WIX51791	FILTER-OIL 3116/3126/3306 CAT	EA	MEDOTAUG	11803B	6	4	6	5	11	32	65	5.00	9.36	No MinMax set using the recommended MPIN MinMax.

As noted in the Min/Max Exception column, most were changed because the recommended MPIN Min/Max was used instead of the Min/Max Advice. Which leads to the MPIN Advice Min/Max Report which is another tool for MANCON's staff which takes into consideration the historical demand of all the cross-referenced items associated with an MPIN when calculating the Min/Max level. As indicated in the following screenshot, the Augusta Main Garage and MPIN 45011001191 are selected.





Home	MPIN Advice Min Max Report							
Training	Select a location and MPIN below for the report.							
	Note: Blank will get all MPINs at the requested location. Location: MPIN:							
Live Reports	MEDOTAUC MEDOTAUG MEDOTAUG MEDOTAUGNB ke several minutes for the webpage to fully process.							
Logoff	MEDOTAAN MEDOTCAR MEDOTDIX MEDOTSCA MEDOTSKO							

The above criteria returns the following four items which are cross-referenced to the MPIN, although only two items have demand recorded against them. The top line of the report reflects the total the number of sales orders for the four items in the prior 12 months, the sum of the quantities issued for the four items in the prior 12 months, the current total Min/Max assigned based on the individual items' Min/Max, the current total on hand quantity of all four items, the suggested Min/Max based on the total demand of all four items, and the average monthly demand for the total prior 12 months for all four items. MANCON staff can then assign which of the four part numbers receives the Min/Max level using the drop-down menu in the bottom left corner of the report resulting in a Min/Max of zero for the other three items.

Min Max Exception												
PIN: 45011001191												
Location MEDOTAUG	Count of SOSu4448	m Qty Sold	Cur Min 4	Cur Max 7	Cur QOH Sug Min 6 8	Sug Max Avg/Mor 16 4						
Item No: CFI84708	Description: FILTER; OIL 0	CF184708	1	UOM: EA	Vendor: CARQUEST	Unit Cost: 28.35						
ShelfNo: 11807G	MinMax Exception:			Cur QOH: 0	Cur Min: 0	Cur Max: 0						
Count of SO: 0	Sum Qty Sold: 0			Avg/Month: 0.00	Sug Min: 0	Sug Max: 0						
Item No: FIL7708	Description: FILTER; OIL		1	UOM: EA	Vendor: CENFARM	Unit Cost: 34.40						
ShelfNo: PT	MinMax Exception:			Cur QOH: 0	Cur Min: 0	Cur Max: 0						
Count of SO: 0	Sum Qty Sold: 0			Avg/Month: 0.00	Sug Min: 0	Sug Max: 0						
Item No: INT1884508C2	Description: FILTER; OIL 5	7708 INTL PAT 2015	1	UOM: EA	Vendor: ALLME	Unit Cost: 74.41						
ShelfNo: 11808B	MinMax Exception:			Cur QOH: 5	Cur Min: 3	Cur Max: 6						
Count of SO: 33	Sum Qty Sold: 37			Avg/Month: 3.00	Sug Min: 3	Sug Max: 6						
Item No: WIX57708	Description: FILTER; OIL S	PIN ON WIX57708	1	UOM: EA	Vendor: OREILL	Unit Cost: 37.78						
ShelfNo: 11803E	MinMax Exception:			Cur QOH: 1	Cur Min: 1	Cur Max: 1						
CFI84708 FIL7708	Sum Qty Sold: 11			Avg/Month: 1.00	Sug Min: 1	Sug Max: 2						
INT1884508C2 WIX57708	sted min/max for the MPIN, a	and zero the min/max for	r the remair	ning items:								
CFI84708	✓ Change Min/Max											





While the Min/Max tools that MANCON has developed to support MaineDOT are adequate, we've commenced testing EazyStock, a commercial bolt-on to NAV which provides a more robust algorithm for calculating Min/Max levels then using a simple average monthly demand. EazyStock calculates Min/Max quantities daily using the same three annual demand criteria and is much better at automatically detecting trends such as seasonality and steadily declining or increasing demand. Further, EazyStock incorporates procurement lead time in the Min/Max calculation so that items which are readily available from suppliers will have lower stocking levels while MANCON will carry more stock of hard-to-get items which are in short supply or have longer lead times. The follow is a list of benefits MANCON has experienced during our test of EazyStock:

- Automates the Min/Max calculation process using two plus years of demand data.
- Automatically creates stock replenishment purchase orders & transfer recommendations.
- Less manual data entry.
- Faster process calculating Min/Max levels.
- Minimizes parts obsolescence and over-stock.
- Considers substitute part numbers in the Min/Max calculation.
- Allows for manual management overrides.
- Identifies and excludes outlier transaction to reduce Min/Max distortion.
- Considers quantity on hand, open orders, lead times, case quantities, number of picks, number of annual orders, value of annual sales, & SLA requirements.
- Provides functionality to manage critical stock lists.

MANCON is still testing EazyStock and if the system continues to perform well then we plan to roll it out incrementally at each of our operations. MaineDOT will receive a briefing prior to beginning implementation at any MaineDOT stockroom and our staff will be trained on the use of EazyStock. Indications are that EazyStock is a much more efficient and accurate method for calculating Min/Max levels.

1.j. The Bidder shall indicate their understanding of MaineDOT's needs as indicated in PART I, A. and PART II of the RFP.

MANCON's response in Section 1a. summarizes our understanding of MaineDOT's requirements while also providing a list of those tasks that we will be performing under this contract. MaineDOT's Scope of Services to be Provided is very similar to our existing MaineDOT contractual requirements so we have the human capital, systems, processes, and procedures in place for success, although we commit to continual improvement as MANCON's capability and technical resources develop.

MANCON understands that MaineDOT wants quality parts that achieve proper form, fit, and function which are procured at a highly competitive price and made available within the issue timeframes prescribed by the RFP. Further, MaineDOT expects our staff to be well-trained parts management professionals who are capable of stocking, sourcing, and procuring the right parts and making them available to technicians as quickly as possible.





MaineDOT also needs accurate, auditable, and substantiated invoicing for parts and services procured by MANCON. Via the Data & Reports portal, MANCON commits to providing MaineDOT with all available relevant data that is needed to manage your business in an accountable and responsible manner. Serving a public agency demands transparency and therefore, we're committed to providing the information that you need, when you need it, which is delivered in a user-friendly and accessible format.

Lastly, MANCON understands that MaineDOT is particularly focused on three important capabilities from your service Provider, specifically:

- Consistently achieving the Service Level Agreement metrics.
- Interfacing with FFMS to ensure data accuracy & timeliness.
- Using MaineDOT's 11-digit part numbering construct to facilitate part identification and standardization.

Over the past five years serving MaineDOT, MANCON has demonstrated the capability, experience, and past performance to continue to achieve all three goals. This section of MANCON's proposal will address those capabilities which are not addressed elsewhere in the proposal that will allow MANCON to achieve the requirements of the Scope of Services to be Provided and the RPF Terms and Conditions.

1.j.1. Timely Parts Availability

MANCON's stocking criteria and Min/Max stocking levels systematically drives the parts that MaineDOT technicians are using to be stocked at the Main and Sub Garage stockrooms. So, the parts and supplies that are demanded three times annually will be stocked at a Min/Max quantity which supports achieving the SLA metrics. This calculation and level setting process results in MANCON having the right parts in the Main and Sub Garage stockrooms to support the maintenance effort.

MANCON's delivery service to every Satellite Camp Location will ensure that items which are not available in the Satellite Camp Location's inventory are received in a timely manner from the supporting Main or Sub Garage stockroom. Further, MANCON sources from suppliers near Satellite Camp Locations to support their parts requirements for those items which are not available in Satellite Camp Location inventory as Emergency Remote Parts Pickup. Satellite Camp Location parts requirements which are not in Satellite Camp Location inventory will either be issued from Main and Sub Garage stock or they will be placed on order by the supporting stockroom staffs for direct delivery from local suppliers. MANCON requires that Satellite Camp Location technicians acknowledge parts receipt by signing the supplier documentation accompanying the parts, scanning it, and e-mailing it to the supporting stockroom. The Main and Sub Garage staffs with complete the process upon receipt of the documentation from the Satellite Camp Location so that the parts can be invoiced and the transaction data transmitted to FFMS.

Satellite Camp Location technicians document consumption of their inventory using FFMS by applying items to the appropriate work order which decrements the FFMS inventory record on hand balance and generates a purchase order which the supporting MANCON staff accesses in FFMS. MANCON's staff then initiates a Satellite Camp Location inventory replenishment action





to replace the consumed items by issuing material from the supporting stockroom shelf or ordering it from suppliers and staging it for delivery to the Satellite Camp Location.

Timely availability of parts requires a robust network of suppliers near the Main and Sub Garage stockrooms which MANCON has developed over the past five years. MANCON has agreements in place with companies in our extensive vendor network of over 8,000 manufacturers and suppliers to provide specific brands and product categories of automotive, truck, and equipment parts and supplies. While MANCON intends to leverage existing supplier relationships, we will continue to adhere to MaineDOT's preference for part manufacturer, brand, and quality as we balance item price, availability, and operational requirement to return a vehicle or equipment back to service.

1.j.2. Parts Ordering & Distribution Process

MANCON's parts ordering and distribution process is tailored to MaineDOT's requirements and is key to our ability to provide parts in a timely manner. Provided below is a sample Parts Request Form that is referenced in Table 5 which provides a summary of the parts ordering process that we currently use to support MaineDOT. We recognize that this process may evolve over time with the goal of creating a more seamless and efficient ordering process between MaineDOT and MANCON.

Parts Request Form

Requested By		Order Type			Date/Time Submitted:				
Name:		W Work Orde	er #:						
Shop:		U Unit #:			SIP:				
		D Departmer	nt:						
Truck Down? (check box)		P Camp Loca	tion:		M5 PO:				
YES NO		VIN:			Fulfilled By (Mancon Employee):				
DESCRIPTION:	QTY:	JOB CODE:	PO:	EDD:	QTY ISSUED:	RECEIVED BY:			
		MPIN:	PR:		155020.				
		PART #:	SO:	_		DATE STAMP:			
2 DESCRIPTION:	QTY:	JOB CODE:	PO:	EDD:	QTY ISSUED:	RECEIVED BY:			
		MPIN:	PR:			DATE STAMP:			
		PART #:	SO:			DATE STAIN .			
B DESCRIPTION:	QTY:	JOB CODE:	PO:	EDD:	QTY ISSUED:	RECEIVED BY:			
		MPIN:	PR:			DATE STAMP:			
		PART #:	SO:						
4 DESCRIPTION:	QTY:	JOB CODE:	PO:	EDD:	QTY	RECEIVED BY:			
		MPIN:	PR:		ISSUED:	DATE STAMP:			
		PART #:	SO:	_					
5 DESCRIPTION:	QTY:	JOB CODE:	PO:	EDD:	QTY ISSUED:	RECEIVED BY:			
		MPIN:	PR:		155020.	DATE STAMP:			
		PART #:	SO:			DATE STAWF.			





Table	5: Parts & Services Ordering & Purchasing Process
Event	Action
Step 1: MaineDOT personnel submit a parts request to MANCON.	 Submit a parts request form presented in person or via e-mail which identifies the work order containing specific vehicle information such as make, model, year, and VIN. Parts request form lists parts or service requested with appropriate descriptions. Time stamp parts request to acknowledge receipt & measure performance.
Step 2: MANCON personnel evaluate the list of parts.	 For parts that are not in NAV, MANCON will: Use on-site vehicle manuals to identify part numbers. Use supplier or manufacturer web-based research tools to identify part numbers. Contact manufacturers directly via telephone. Inspect vehicle with a MaineDOT representative to locate any identifying marks or numbers to facilitate part research. Take pictures of the part and provide to vendors or manufacturers to assist in identifying the part.
<u>Step 3</u> : Once parts are properly identified, perform the following as appropriate.	 Stocked parts: Pull parts from inventory location & create invoice. Turnover parts to MaineDOT technician with signature control using the receiving tablet. Transmit transaction to FFMS via the interface. Non-stocked parts: Contact appropriate vendor for availability & price. Generate a purchase order in NAV. Transmit purchase order to vendor. Accept material delivery or pick-up parts from vendor. Inspect and verify material against purchase order. Receive material in NAV & create invoice. Turnover parts to MaineDOT technician with signature control using the receiving tablet. Transmit transaction to FFMS via the interface.

Satellite Camp Location non-stocked parts requirements for technician local pick-up can be communicated via phone as well as received on the parts request form via e-mail. The supporting





MANCON staff will respond by providing the technician with a MANCON purchase order number which the technician will present to the local supplier. Once the technician returns to the Satellite Camp Location, the parts invoice needs to be scanned and transmitted to the supporting MANCON staff for receipt processing, invoicing, and transmission to FFMS.

Shipping from MANCON's vendors to the Main and Sub Garage stockrooms will be accomplished in the same manner for both stocked and non-stocked items. MANCON's on-site staff will segregate the stock for replenishing the shelves from the non-stocked parts which will be provided to MaineDOT technicians using signature control. For those vendors who do not deliver to the Main and Sub Garages or for circumstances where the vendor's delivery schedule does not achieve the



maintenance timeline, MANCON will dispatch a Delivery Driver or Parts Specialist in a MANCON vehicle for material supplier pick-up and delivery to the Main and Sub Garages. Because MANCON intends to use Ford F-150 pick-up trucks and a Ford Transit van or similar vehicles to perform scheduled deliveries from the Main and Sub Garage stockrooms to the Satellite Camp Locations, we will be restricted to delivering the size and weight of items which fit in a light duty pick-up truck. MANCON will have a Ford E-450 box truck or similar vehicle located in Augusta but other transportation arrangements may need to be made for deliveries of plow blades, plow frames, guardrail sections, etc. if these outsized items or excessively large quantities of material are required to be transported.

MANCON has weekly scheduled delivery routes which distribute stocked and non-stocked requirements from the Main and Sub Garage stockrooms to their supported Satellite Camp Locations. In addition to these scheduled routes, MANCON operates our vehicles to deliver emergent high priority parts requirements to Satellite Camp Locations. MANCON uses these emergent deliveries as an opportunity to deliver material to Satellite Camp Locations which are along the route to our primary destination. Additionally, weekly, MANCON's box truck picks up catalog orders from Scarborough for delivery to Augusta and Bangor for further transfer to Dixfield, Skowhegan, and Caribou who then use their location's delivery vehicles to retrieve their catalog orders.

MANCON leverages the local, regional, and national distribution capabilities of vendors in our network to provide stock replenishment at the Main and Sub Garages. Emergent non-stocked MaineDOT requirements are distributed from the source which achieves the vehicle or equipment repair schedule meaning that the source from which the part is distributed is dependent on MaineDOT's requirements. Urgent requirements are distributed from the closest source provided that the price is reasonable, while less critical parts are distributed from the most economical source which achieves the repair timeline and MaineDOT brand preference. In all circumstances, MaineDOT will determine the part quality, brand, price point, and urgency of need which then dictates the distribution source and delivery method.





1.j.3. Parts Receipt Acknowledgment & Auditability

Transparency, auditability, and accountability for the material that MANCON issues is paramount and therefore MANCON has developed processes and reports which allow MaineDOT to ensure that what is invoiced to MaineDOT has been received by technicians.

Using either the receiving tablet to the right or the Missing Signature Tickets screen below which is accessed by MaineDOT on the Data & Reports portal, technicians acknowledge receiving parts by signing the signature block depicted on the following page after selecting the appropriate order by location.

In this example MEDOT030 Caribou has been selected from the main menu which returns the four sales orders requiring receipt acknowledgment. For convenience, the MaineDOT employee ID is provided so that the technician can more easily find their orders.





Missing Signature Tickets

Ship-to locations: Note: If there's no missing signatures, the location won't show.									
Code	Name								
01	MANCON-MEDOT SCARBOROUGH WEB								
02	MANCON-MEDOT AUGUSTA WEB								
03	MANCON-MEDOT DIXFIELD WEB								
04	MANCON-MEDOT SKOWHEGAN WEB								
05	MANCON-MEDOT BANGOR WEB								
06	MANCON-MEDOT CARIBOU WEB								
MEDOT All	View All Locations								
MEDOT012	MAINE DOT - AUGUSTA HEAVY EQUIPMENT								
MEDOT013	MAINE DOT - AUGUSTA FABRICATION								





Supply Chain Management



Missing Signature Tickets

Select y	Select your SIP/SCP:													
Ship-to Code	Document No_	Order#	WO#	EQ#	Lines	Total Items	EmpID	Posting Date	Signed For By					
MEDOT030	SIP2162606	SO-2200799	394245	T01879	1 Lines	1	11340/AARON	2/21/2023						
MEDOT030	SIP2162769	SO-2200970	394254	T01899	3 Lines	3	13106/MIKE	2/21/2023						
MEDOT030	SIP2163058	SO-2201223	T01292	T01292	1 Lines	10	13106/MIKE	2/21/2023						
MEDOT030	SIP2163062	SO-2201301	T01899	T01899	1 Lines	1	13106/MIKE	2/21/2023						



Missing Signature Tickets

Items on SIP2162606 Order# SO-2200799 Work Order #394245 Unit #T01879													
Document No_	Line No_	No_	Description	Unit of Measure	Quantity	Vendor	PO#						
SIP2162606	10000	TWDEZ206	DRAIN; EZ 7/8 IN-14 UNF	EACH	1	COAUTO							
		ł	Please sign below to accept this order as	s shown above.									
		To enter any requ	Signed for by:	IP/SCP Comment Sheet in NA	AV.								
			SIGN										
			HERE	E									
			Accept Order Clear										

MANCON captures these receipt acknowledgements and provides them to MaineDOT via the Ticket Summary report which is selectable by location and date range or by a specific ticket number. In the following example, Skowhegan has been selected with a date range of 1-2 Feb 2023.





Home	Ticket Summary										
Training	Locations: MEDOTSK(All MEDOTAUG MEDOTAUG F to search for a specific ticket, or leave blank to search by location and date.										
Live Reports	MEDOTBAN MEDOTBAN MEDOTCAR MEDOTDIX MEDOTSCA OR										
Logoff	Ticket Number:										
Quick Views	Generate Report										

The selection criteria above returned the following truncated report depicted below which includes the sales order details by line item and the signature of the receiving technician.

Ticket Summary													
ote: Click shaded Ticket#:	area to view ticket details. Item#: Clear	Desc	ription:		Equipment ID:	: и	/ork Order#:		Job Code:				
IEDOTSKO													
Ticket#	WO# Eq	quip No	Line	e Count	Total	Posting	, Date	Signature	2				
SIP2143997	01500493150 03	1500493150		3	\$30.47	02/01/2	023	Inthe					
Comment: No C	omment							·					
Item No	Descriptio	n	Quantity	/ Unit	Unit Price	Total Price	Job Code						
CHTADP1238	ADAPTER; 1/2 TO 3/8 DR RE	DUCER SOCKET	1.00	EACH	\$9.49000	\$9.49	0150	1					
CHTS38016	SOCKET; 3/8 DR. 1/2 6PT SH	IALLO	1.00	EACH	\$5.99000	\$5.99	0150						
NTEUNIV38	SWIVEL; 3/8 DRIVE		1.00	EACH	\$14.99000	\$14.99	0150	1					
SIP2143371 06200492942 06200492942 4 \$186.93 02/01/2023 ★ M Comment: No Comment													
Item No	Description	Quantity	Unit	Unit Price	Total Pric	e Job Code							
CFT6990834	CLAMP; 1/2 CABLE WIRE RC	DPE 12.00	EACH	\$10.16000	\$121.92	0620							
FAS43475	SHACKLE; 5/8 9000LB	1.00	EACH	\$15.89667	\$15.90	0620							

This level of transparency, detail, and auditability assures MaineDOT that what MANCON has invoiced monthly is exactly what has been received by MaineDOT technicians. MANCON is committed to maintaining this level of openness throughout our relationship with MaineDOT.





Satellite Camp Locations Inventory Management Assistance 1.j.4.

MANCON generates periodic cycle counts for the Satellite Camp Locations and will consolidate this function under the Inventory Specialist who, although operating from Augusta, will have responsibility for performing this function statewide. Further, MANCON will continue to buyback usable Satellite Camp Location inventory that is no longer applicable to a particular Satellite Camp Location, but it has demand in another location(s). The Inventory Specialist will manage this process which includes physically counting and inspecting items to be repurchased to ensure that they are in issuable condition. Once purchased by MANCON, we will take custody and redistribute this inventory to Main and Sub Garages which have demand for the buy-back items.

1.j.5. MPIN Creation for New Items

To achieve uniformity and avoid part duplication, MANCON has a process to establish a new item in NAV which is a daily task managed by our headquarters Customer Support Manager and Inventory Specialist. A request for a new item is initiated by our MaineDOT stockroom staff using the following New Item Request form located on the Data & Reports portal.

	emre	44001							
Requesto	or								
Location		MEDOTSCA: MANCON-	MEDOT SCARBOROU 🗸	Email	scarborough@	arborough@manconinc.com			
Part Num	ber								
Line Code		MGV: MAJESTIC GLOVE	E 🗸	Part #	251014				
Description		GLOVES; DRIVERS COV	WHIDE UNLINE	Cost	5.51	TaxableWarrany Item			
Vendor No		ZOROTOOL		Vendor Item #	G1934663				
MPIN		53004999356		Repair Code	53004: SAFE	TY EQUIPMEN	т •		
Item Spe	cifications								
Туре	Stock	~	Product AUTOS Group	AF: AUTOMOTIVE SAFE 🗸	Warranty	MAJESTIC G	LOVE - SAFETY AF 🗸		
SKU Info	rmation								
Shelf #	U2C	Unit of Measure	EA: EACH 🗸	Min 0	Ν	Max	0		
Shelf 2	Shelf 2	PO Comment	Do Not Use This Field	Alt Part 0 No		Hazmat tem	No 🗸		
							Submit		

Now Itom Dogwoot





Our headquarters staff reviews the request for correctness and consistency with MANCON's NAV Item Card format. MANCON uses this opportunity to also assign an MPIN to the newly created item by either assigning a new MPIN or associating the new item with an existing MPIN on the New Item Request form. Once the new item is approved by headquarters staff, NAV automatically cross-references it with the MPIN and any other item associated with the assigned MPIN as reflected in the screenshot below. In this example, the new item MGV251014 is assigned MPIN 53004999356 and it is also cross-referenced to an existing substitute item WCH9901K4XL. This process saves effort by assigning the MPIN at the time of item creation rather than later when it has to be identified as an item missing an MPIN and researched which is a more involved process.

Microsoft Dynamics NAV			Edit	- Item Card	- M0	SV251014 · (GLOVES: DRI	VERS COWHI	DE UNUN	FD 4XI			□ ×	ne Item Re	quest Inv	entory Pi	archasing Sales
	REPORT Measure 🖓 Substitutions	IP2 Transations		IE REPORT									99		-	-	_
terns by item Availability Location by *	ons - 👘 Extended Text		Edit	- Item Cross	s Ref	erence Entr	ies - MGV251	014 · GLOVES	; DRIVER	COWHIDE UN	NLINED 4XL		□ ×	Stockkeeping Units	Service T		g Troubleshooting
Avallability	Master D	lata	HOME									0	回?	Anchouse		Service	
Role Center	US		11	The Byen	Ust												
items Stockkeeping Units	Items		New	Close Dele	List	Notes Links	Open in Excel										
Transfer Orders	@ new		New	Manage		Show Attached	Page										
Posted Transfer Shipments Posted Transfer Receipts	No. 🐨	Description		item No. 🝸		Cross- Reference Type	Cross- Reference Type	Cross- Reference No.	Unit of Measure	Variant Code	Description	Disco Bar		SKU Maximum Inventory	Qty. or	Purch. Order	Oty- on Sales Order
Vendors	MGV251014	GLOVES; DRIVE		MGV251014		+ Customer	NO. MAINEDOT	+ 53004999356	EA			Code		0		0	0
Purchase Orders				MGV251014 MGV251014			MAINEDUI	WCH990IK4XL									
Posted Purchase Receipts				1107251014				WC1320R04AL	DA								
Posted Purchase Invoices			-														
Purchase Return Orders																	
Posted Return Shipments																	
Posted Purchase Credit M																	
Sales Quotes																	
Sales Orders																	
Posted Sales Shipments																	
Posted Sales Invoices																	
Sales Return Orders																	
Posted Return Receipts																	
Posted Sales Credit Memos													\$				
User Filters													4				
Retail Items																	_
Chart of Accounts													Close				

The process is completed by headquarters staff updating FFMS by executing a part number merge which results in a cross-reference for the newly created part in FFMS with the MPIN and all other substitute part numbers as reflected below.

Selvi		Q Search Frames and Repo	rts 🔻	0040 - HAI	NCOCK	
Home	Favorites 🧧 🗸 Histor	ry 🗸 Reports ¹	Dashboard			
SAVE	UNDO REFRE	SH DELETE	FIND MORE	~		
art Nu	umber Xref					
art Identificat	ion					
Aaster Numb	per: 53004999356	Manufa	cturer: UNKNOWN			
Descripti	ion: GLOVES-WORK 4X COW UNL		Status: Active 🗸			
			fatus. Notire +			
53004000356			hards. Houre			
53004999356	Cross Reference Info (Loaded 5 re		itatus. Houre			
			How Created	Date Merged	Status	<u> </u>
Туре	Cross Reference Info (Loaded 5 re Part Number	ecords)		Date Merged	Status Active V	Â
Type ATA	Cross Reference Info (Loaded 5 re Part Number Cross Reference	ecords) Qualifier	How Created	Date Merged		
Type ATA Vendor	Cross Reference Info (Loaded 5 re Part Number Cross Reference 53-004	ecords) Qualifier SYSTEM	How Created System	Date Merged	Active 🗸	
53004999356 Type ATA Vendor Vendor User	Cross Reference Info (Loaded 5 re Part Number Cross Reference 53-004 1510B-14	ecords) Qualifier SYSTEM 7431	How Created System User	Date Merged	Active V Active V	
Type ATA Vendor Vendor	Cross Reference Info (Loaded 5 re Part Number Cross Reference 53-004 1510B-14 MAJ 1510B-14	ecords) Qualifier SYSTEM 7431	How Created System User User	Date Merged	Active V Active V Active V	· · · · · · · · · · · · · · · · · · ·





1.j.6. Inventory Accuracy - Cycle Counting

Inventory accuracy is central to successfully providing service to MaineDOT while monitoring field operations from MANCON's Headquarters is a necessity. Stocked on-hand inventory counts must be correct because the utility of nearly every other management report is predicated upon the accuracy of the on-hand inventory balance. Additionally, accurate on hand quantities are a readiness concern for MaineDOT because we expect the material to be on the shelf for issuance if NAV indicates that it is available. Accordingly, MANCON uses the cycle count report depicted below to count each shelf periodically and systematically at the Main and Sub Garages so that the entire inventory is cycled counted at least twice per year.

Cycle Count Report Filter									
Location: Start Shelf: End Shelf:	MEDOTAUG 🗸								
	 Show QOH Split Report by Shelves Run Report 								

Cycle Count Report

MEDOTAUG, generated 1/17/2023 4:42:20 PM

10102A 10102A 10102A 10102A 10102A DIA06047EA SOAP, BASICS, LIQUID, GAL, PR 10102A 10102B GOJ1115 CLEANER; GOJO ORIG HAND CREME 10102B 10102B GRA6Z635 GOJO; HAND LEMON W/ PUMICE 10102B 10102B 10102B	SHELF NO	ITEM NO	DESCRIPTION	BIN1	BIN2	BIN1	BIN2
10102B G031115 CLEANER; G030 ORIG HAND CREME	10102A	CDC3320084104	SODA; BAKING PURE 1LB	10102A	 	10102A	
10102B GRA6Z635 GOJO; HAND LEMON W/ PUMICE 10102B ///////	10102A	DIA06047EA	SOAP, BASICS, LIQUID, GAL, PR	10102A	/////// /////// 10102D	10102A	/////// /////// 10102D
10102B	10102B	G0J1115	CLEANER; GOJO ORIG HAND CREME	10102B	 	10102B	
	10102B	GRA6Z635	GOJO; HAND LEMON W/ PUMICE	10102B	 	10102B	
	10102B	GRA8Y658	HAND CREAM; 3 40Z	10102B	 	10102B	/////// ///////





1.j.7. Product Catalog Capability

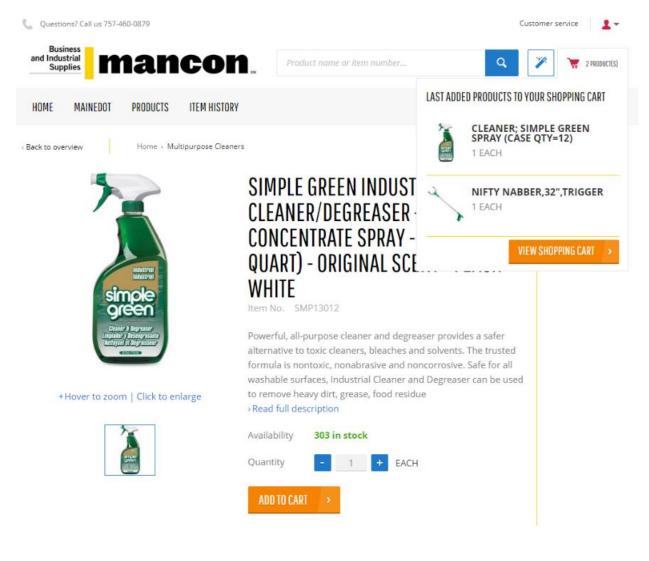
MANCON developed a login and password protected Web-based catalog which has been customized specifically for MaineDOT's exclusive use. The catalog contains the product categories and specific items which are pre-approved for use by MaineDOT employees. MaineDOT employees use the searchable catalog to easily identify and order items which are stocked in Scarborough and distributed weekly to the Main and Sub Garage stockrooms for further transfer to the Satellite Camp Locations. Below is a screenshot of the catalog landing page with the Facility & Breakroom\Cleaning Supplies product category selected. A search box is available to query the catalog for a specific item such as "gloves", "hardhat", "glasses", etc.

Questions? Call us 757-460-0879			Customer service	1 -
and Industrial Supplies		oduct name or item number	۹ 🌾 💘	D PRODUCT(S)
HOME MAINEDOT PRODUCTS	ITEM HISTORY			
Home > MaineDOT				
MAINEDOT Facility & Breakroom\Cleaning Supplies	order by the contract that w	0		
YOUR SELECTION: Product category X Facility & Breakroom\Cleanin Clear selection	13 product(s) found	View:	Sort by: Item No desce	
PRODUCT CATEGORY ~ Equipment Repair Parts (20) Equipment Repair Parts\A (11)	Item No. UNG	BER,32",TRIGGER GNT080 40 in stock	•	EACH
Equipment Repair PartsVA (1) Equipment Repair PartsVA (1) Equipment Repair PartsVA (1) Equipment Repair PartsVA (1) Show all	CLEANER; SU Item No. SMP SIMPLE GREE		12) - +	EACH
BRAND ~	CLEANER,CC Item No. PGC	32987 53 in stock	• •	EACH





The Web-based catalog provides additional item description as indicated in the screenshot below by clicking on the item hyperlink and indicates the current on-hand stocked quantity. MaineDOT customers add items to their cart by clicking on the "+" sign to increase or the "-" sign to decrease the required quantity and clicking on the "ADD TO CART" button.







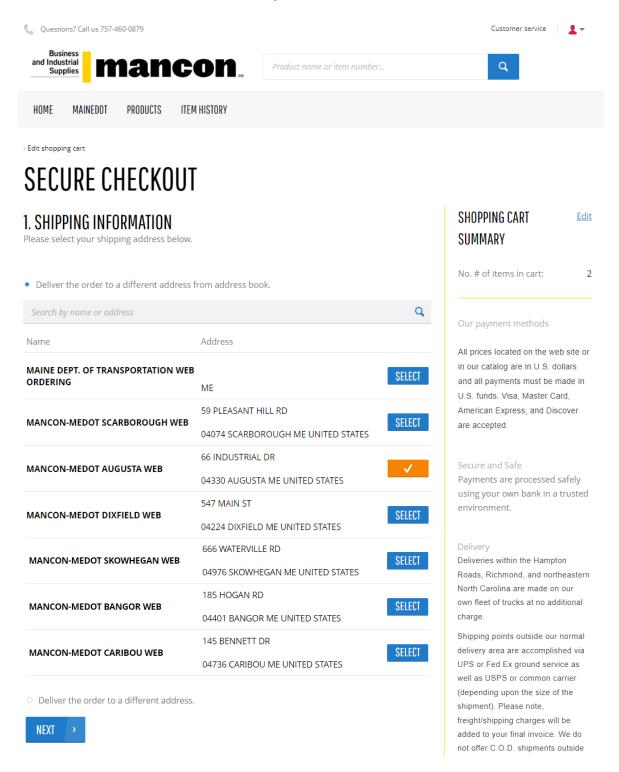
The cart contents are viewed by clicking on the "VIEW SHOPPING CART" under the shopping cart icon drop down menu. From this screen, MaineDOT can increase the order quantity, delete the item, or proceed to checkout using the button in the bottom right corner labeled as such.

	Customer service
t name or item number	Q
he quantity to desired amoun	nt. Press add to cart.
Q	
Quantity	SHOPPING CART DETAILS
1 EACH 1 EACH	 Unit total: 2 units of 2 items Recalculate shopping cart Add to wish list Save as template Load template Empty shopping cart
	Quantity 1 EACH





The checkout screen requires the user to select a delivery location by clicking on the appropriate button which is associated with the delivery address.







Lastly the user completes the checkout process by completing the mandatory blanks which are indicated by an "*" and clicking the "SUBMIT ORDER" button.

Questions? Call us 757-460-0879					Customer service	1-
and Industrial Supplies)n .,	Product name or	item number		Q	
HOME MAINEDOT PRODUCTS ITEM H	STORY					
SECURE CHECKOUT						
1. <u>Shipping information</u> 🥝					SHOPPING CART Summary	<u>E</u>
2. ORDER OVERVIEW					No. # of items in cart:	
ADDITIONAL INFORMATION					Our payment methods	
Comments/Additional					All prices located on the well in our catalog are in U.S. do and all payments must be m	llars
Order Attachments (PDF, DOCX, TXT, PNG, JPG, TIF, BMP)	Choose	e a file or drag it	here (<u>?</u>)		U.S. funds. Visa, Master Ca American Express, and Disc are accepted.	
Dept# or OUC *					Secure and Safe Payments are processed s using your own bank in a t	
Employee ID *					environment.	
Order Type: Enter "D" *					Delivery Deliveries within the Hampto Roads, Richmond, and north North Carolina are made on	easte
					own fleet of trucks at no add charge. Shipping points outside our i	
Product CLEANER; SIMPLE GREEN SPRAY (CASE QTV Item No.: SMP13012 View Additional F * ETS: 7930-01-631-1931			Qty 1	EACH	delivery area are accomplish UPS or Fed Ex ground servi- well as USPS or common ca (depending upon the size of shipment). Please note,	ied via ce as rrier
NIFTY NABBER,32",TRIGGER	ields 🔻		1	EACH	freight/shipping charges will added to your final invoice. V	Ve do
		/ understand the	Terms and Co	onditions 🗵	not offer C.O.D. shipments o our local delivery area. Weig package quantities shown or	hts ar
< BACK			SUBMIT OR	DER >	site are approximations. Whe applicable, tax will be added freight charges.	





1.j.7.1. Clothing Code of Conduct Management

Per M.R.S.A., C. 155, sub-c 1-B, MANCON will provide a State Purchasing Code of Conduct Affidavit when there is a change to an existing State Purchasing Code of Conduct Affidavit as it applies to sales of apparel, footwear, and textiles. Because apparel, footwear, and textiles are not defined in the referenced Maine statute, for clarity in context of the items that we have historically supplied, MANCON understands them to be the following:

- Apparel Wearable items made of material which are non-disposable or one time use personal protective equipment. Apparel are items such as shirts, jackets, caps, leather gloves, and vests.
- Footwear Protective items which are worn on the foot such as boots and shoes.
- Textiles Items made from various materials including fibers, yarns, filaments, threads, and fabric which are woven or knitted. Textiles include items such as clothing.

MANCON will remit 1% of the value of apparel, footwear, and textiles sales to Maine within 30 days of ending each quarter.

1.j.8. Product Purchasing Scope

Due to the diversity of our customers' fleets that we support, MANCON has developed purchasing expertise and sources for a wide range of Original Equipment and aftermarket manufacturers. MANCON has the existing vendor base to support unique equipment and vehicles such as ferries, heavy rail trains, fire boats, para-military equipment, janitorial equipment consisting of floor buffers, scrubbers, and backpack vacuums, and numerous other more conventional fleet equipment of all makes, models, series, configurations, and engine types. Within the limit of our proposed resources, MANCON can procure an expanded scope of items if MaineDOT has the need for additional purchasing resources.

For example, from a DOT support perspective, with the second VDOT contract award which commenced 1 July 2017, MANCON expanded the scope of our product support to include purchasing items for Traffic Engineering and Bridge Maintenance. Table 6 as follows provides those products which are purchased and selectively stocked to support VDOT Traffic Engineering and Bridge Maintenance. MaineDOT can be confident that MANCON is able to purchase a wide spectrum of products supporting vehicle, equipment, and highway maintenance activities.









Table 6: Product Purchasing Capability									
Product Category	Item								
Bridge Maintenance	 Form Materials Concrete Tools & Accessories Power Tools & Supplies Concrete Products Miscellaneous Supplies Safety Items 								
Traffic Engineering	 Cable, Wire & Accessories Communications Equipment & Components Conduit & Accessories Electrical & UPS Components Junction Boxes & Components LEDs & Bulbs Miscellaneous Hardware Product Repairs Signal Heads & Accessories Signal Control Components Signal/Sign Brackets & Poles Testing Equipment with Calibration & Training Traffic Detection Equipment & Components 								

1.j.9. Third-party Repair Services Procurement

MANCON will purchase outsourced third-party repair service procurements such as windshield repair/replacement, body work, tire mount/balance, tire repair, painting, decaling, engine overhaul, and other vehicle or fleet equipment repair services. MANCON will procure these services for MaineDOT at our landed cost which includes the invoiced cost of the service plus all applicable taxes and fees. In addition to issuing a purchase order to the vendor that MaineDOT selects and paying the vendor invoice, at MaineDOT's request, MANCON can also provide the parts required for the repair. If MaineDOT is outsourcing repairs due to labor capacity constraints, then MANCON may be able to save MaineDOT money by issuing the parts for those repairs so that MaineDOT is only paying for repair labor. In addition to vendor selection, MaineDOT will be responsible for delivering the vehicle or equipment to and picking up the vehicle or equipment from the vendor, inspecting the repair quality, and notifying MANCON that the work has been completed to MaineDOT's satisfaction before MANCON pays the vendor invoice.

Third party repair services offered by MANCON are purchased from vendors for the purpose of repairing MaineDOT vehicles and equipment not including garage equipment such as vehicle lifts, generators, compressors, and tools.





1.j.10. Warranty Requirements & Reporting

Working with manufacturers and distributors, MANCON ensures that parts are suitable for the intended application. Therefore, MANCON extends all available manufacturer warranties to MaineDOT and where discrepancies occur, and parts are determined to be defective, inferior, non-fit items or any other general warranty guarantee consideration, MANCON will mediate with manufacturers to represent MaineDOT's best interest for replacement and/or credit. MANCON pursues credits including labor and parts owed to MaineDOT for all items under warranty found to have a manufacturer's defect. Warranty records contained in NAV are accessible to MaineDOT for review via the Data & Reports portal.

The below sample Warranty Report is generated by equipment identification number, in this example, # 01200472817, and is available to both MANCON staff as well as to MaineDOT for the purpose of tracking warranty parts issued at the Main and Sub Garages.

	Warranty Items Report												
00472817													
To Excel													
Equipment ID:	SIPnum	ItemNum	MPIN	Description	QtySold	UOM	UnitPrice	ExtPrice	TicketDate	WarrantyExpiration	WarrantyDoc	ClaimDoc	
01200472817	SIP2060248	CNH2855622	42004050012	TENSIONER; BELT	1.00	EACH	\$235.62	\$235.62	11/01/2022	4/30/2023	Warranty	Claim	
01200472817	SIP2060248	CNH504009874	42003010113	BELT; V CASE	1.00	EACH	\$49.12	\$49.12	11/01/2022	4/30/2023	Warranty	Claim	
01200472817	SIP2060248	CNH504065880	42003008004	PULLEY; V BELT	1.00	EACH	\$124.44	\$124.44	11/01/2022	4/30/2023	Warranty	Claim	
01200472817	SIP2060248	CNH504065880	42003008004	PULLEY; V BELT	1.00	EACH	\$124.44	\$124.44	11/01/2022	4/30/2023	Warranty	Claim	
01200472817	SIP2060248	CSE87422777R	31001001026	ALTERNATOR; CASE 590 SM	1.00	EACH	\$398.80	\$398.80	11/01/2022	11/1/2023	Warranty	Claim	
01200472817	SIP2060248	WH1868X6	13010179053	CONNECTOR: P-LOC 3/8-1/4 MP	5.00	EACH	\$9.77	\$48.85	11/01/2022	10/31/2027	Warranty	Claim	

Warranty tracking is accomplished by NAV item record cards containing a warranty period field which is applied to the parts issue date to determine the warranty end date for that installed part. Since MANCON captures the equipment number associated with the parts issue in NAV, the above Warranty Report is run by equipment number and if the part being issued appears on the Warranty Report, then the part must have failed within the warranty period. MANCON then credits the original issue, bills the newly issued part, and adjudicates the warranty with the manufacturer.

1.k. The Bidder shall provide information on their Employee Training Program, including the scope of that program.

Due to the distributed nature of our workforce and the need to continually reinforce knowledge which is critical to effective operations, a series on online training tutorial videos which guides the employee with a step-by-step NAV demonstration with a narrative voice-over, is available to MANCON staff. Referred to as "MANCON U", these videos and documents, referred to as "cheat sheets", are available to employees 24/7 so that they have a visual ready reference for every transaction that they may encounter supporting MaineDOT. Pictured on the following pages are screen shots of "MANCON U" plus a list of the video training topics and "cheat sheets" which are currently available. Because "MANCON U" is a product developed in-house by our Headquarters Supply Chain Management Division, the content can be modified immediately as processes change or if can be tailored to suit a specific customer's operational need.





ManconU Training Portal

ManconU Featured Training



ManconU Training Videos

001 Logging in - Navigating - Terminology 5/24/2017 3:01:44 PM | 401KB | HTML File

002 Item Card 5/24/2017 3:02:55 PM | 364KB | HTML File

003 SKU Card 5/24/2017 3:03:36 PM | 362KB | HTML File

004 Creating Items 5/24/2017 3:04:30 PM | 374KB | HTML File

005 Transferring Items 5/24/2017 3:05:39 PM | 373KB | HTML File

012 Creating Purchase Orders 6/16/2017 10:39:22 AM | 399KB | HTML File

013 Receiving Purchase Orders 6/16/2017 10:41:28 AM | 401KB | HTML File

014 Receiving a PO with Freight 6/26/2017 3:25:12 PM | 404KB | HTML File

015 Creating an SO 6/26/2017 3:26:56 PM | 378KB | HTML File

019 Creating Shipping and Processing a PRT 6/26/2017 3:22:53 PM | 378KB | HTML File

020 Creating Shipping and Processing a PRT with a Restocking Fee 6/26/2017 3:21:08 PM | 432KB | HTML File

 ManconU Training Cheat Sheets

 00-SCM VDOT Cheat Sheet List.docx 6/29/2017 6:12:33 AM [21309KB] Office Open XML Document

 01-Creating a Stock Keeping Unit Cheat Sheet.docx 6/29/2017 6:12:45 AM [59445KB] Office Open XML Document

 01-SKU Cheat Sheet.docx 6/29/2017 6:12:45 AM [128782KB] Office Open XML Document

 02-Creating a PO Cheat Sheet.docx 6/29/2017 6:12:45 AM [92327KB] Office Open XML Document

 03-Receiving a PO Cheat Sheet.docx 6/29/2017 6:12:46 AM] 116220KB] Office Open XML Document

 04-Freight Cheat Sheet.docx 6/29/2017 6:12:46 AM] 142154KB] Office Open XML Document

 04-Freight Cheat Sheet.docx 7/10/2017 5:54:46 PM] 39561KB] Office Open XML Document





05-Transfer Order Cheat Sheet.docx 6/29/2017 6:12:46 AM 80707KB Office Open XML Document									
06-Creating a SO Cheat Sheet.docx 6/29/2017 6:12:47 AM 81164KB Office Open XML Document									
07-Customer Signing for SO Cheat Sheet.docx 6/29/2017 6:12:47 AM 526691KB Office Open XML Document									
08-Shipping and Invoicing a SO Cheat Sheet.docx 6/29/2017 6:12:42 AM 143676KB Office Open XML Document									
08B-Clearing a Reservation.docx 7/10/2017 5:54:45 PM 58346KB Office Open XML Document									
09-Calculating Duration.docx 6/29/2017 6:12:42 AM 45569KB Office Open XML Document									
10-Creating a SR Cheat Sheet.docx 6/29/2017 6:12:43 AM 84974KB Office Open XML Document									
11-Posting a SR Cheat Sheet.docx 6/29/2017 6:12:43 AM 568191KB Office Open XML Document									
12-PRT Cheat Sheet.docx 6/29/2017 6:12:43 AM 115183KB Office Open XML Document									
Approving a Vendor Credit Memo.pptx 6/29/2017 6:12:44 AM 111623KB PPTX File									
Approving a Vendor Purchase Invoice.pptx 6/29/2017 6:12:44 AM 123518KB PPTX File									
ASE Practice Test.pptx 2/5/2018 10:05:45 AM 466993KB PPTX File									
How To Change The Default .PDF Reader (Microsoft Edge) To Adobe Reader.pdf 7/13/2017 1:52:39 PM 377536KB PDF File									
How To Open Microsoft Office Documents.pdf 7/13/2017 1:52:40 PM 477404KB PDF File									
How To Scan With A New Printer.pdf 7/13/2017 1:52:41 PM 520320KB PDF File									
Microsoft Office365 Overview.pdf 7/13/2017 1:52:39 PM 358877KB PDF File									
Thumbs.db 12/7/2017 7:54:27 AM 27648KB Data Base File									
Warranty Instructions.pptx 2/5/2018 10:05:39 AM 518783KB PPTX File									

While MANCON U provides job specific training skills, upon hiring an employee, MANCON conducts an onboarding process which consists of general topics of interest for MANCON employment such as:

- Code of Conduct
- Employee Benefits
- Timekeeping & Attendance
- Internet Use Policy
- Dress Code
- Care and Use of Company Equipment
- Emergency Overtime Requirement
- Employee Federal & State Labor Rights
- Pay Forms Completion

These topics are tailored to specific contractual requirements. For example, including MaineDOT's network use policy in the onboarding training prior to granting employees computer access.

As indicated in our Implementation Work Plan of Action and Milestones in the following section, MANCON will provide refresher on-site training to our MaineDOT staff the week that we plan to





spend at each of the six Main and Sub Garages. While we're able to identify and correct knowledge deficiencies throughout the course of daily business, having a week of face-to-face interaction with headquarters staff will help reinforce processes and procedures while also providing an opportunity for our staff to receive immediate feedback.

2. Implementation – Work Plan

As the incumbent Contractor, MANCON already has the staff, vehicles, processes, and equipment in place to continue to serve MaineDOT. As proposed, we will need to hire four employees: Dixfield Location Supervisor, Augusta Inventory Specialist, Bangor Parts Specialist and Caribou Parts Specialist. Additionally, an Augusta Delivery Driver will change labor category to a Shipping & Receiving Clerk. MANCON will initiate these personnel actions up notification of award with the goal of having the new organization in place at contract commencement 1 July 2023.

Many of MANCON's vehicles have reached their useful life and therefore we will be purchasing new vehicles as they become available in the market. MaineDOT well knows the difficulty with procuring fleet vehicles in the current environment, so while we intend to have the vehicles purchased and titled by contract start, we may have to replace them incrementally as new vehicles become available.

Lastly, as indicated in the prior section, MANCON staff will spend a week at each location to provide refresher training, to conduct a physical inventory count, and to pull excess material for redistribution. This effort will be particularly useful since we will have newly hired staff who will benefit from the personalized training.

2.1. Transition Out

MANCON understands that continuity of service is imperative to MaineDOT's maintenance effort, so in the unfortunate circumstance where MANCON is not selected as the service Provider, we commit to working cooperatively with the selected contractor to orderly transition the operation to their control. It's our experience that a transition between two contractors can effectively be conducted at a location per week for a total of six weeks of MANCON participation if we are not awarded the contract.

We commit to making our staff available for employment with the selected contractor. MANCON is compliant with 26 M.R.S. §§599-A and 599-B, An Act To Promote Keeping Workers in Maine as it has NEVER required our contract staff to sign "Noncompete Agreements" or similar documents. We understand that these types of contracts are for set timeframes in accordance with state and federal laws and that it is important for all parties to have continuity in operations and further that people's careers are impacted based on changes in contracts.

Also, MANCON commits to jointly counting the stocked inventory which the new contractor will purchase from MANCON. Further, we will make our non-labor resources available for purchase so that the contractor is well positioned to commence operations. MANCON is grateful to have had the opportunity to serve MaineDOT and even if we are not awarded the contract we want to depart in a manner that provides continuity of support and the best opportunity for success.



Implementation - Work Plan of Action & Milestones

	Action	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Contract													
	Contract negotiation												
	Awarded contract		Award										
	Contract kick-off meeting with MaineDOT												
Staffing													
	Advertise for open positions												
	Screen candidates												
	Make employment offers												
	Onboard staff												
Inventory	v & Physical Assets												
	Purchase, register, & receive new delivery vehicles												
	Purchase & receive new tablets if necessary												
Processe	s & Procedures												
	Revise Standard Operating Procedures if necessary												
Fleet Ma	nagement Facilities Rollout												
	MANCON Headquarters Implementation Staff On-Site								MANC	ON Impleme	entation Staff	On-Site	
	Region 2 Augusta Rollout							On-Site					
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												
	Region 3 Dixfield Rollout								On-Site				
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												
	Region 3 Skowhegan Rollout									On-Site			
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												
	Region 4 Bangor Rollout										On-Site		
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												
	Region 5 Caribou Rollout											On-Site	
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												
	Region 1 Scarborough Rollout												On-Site
	Conduct physical inventory count & excess pulls												
	Train MaineDOT on any new procedures												
	Staff refresher training												



DocuSign Envelope ID: 3AAF5E10-F5E7-4FF6-A2C8-78DF5A0BC454 Management Program Proposal RFP# 202211184 Section IV – Cost Proposal (File #4)

Submitted to:



Division of Procurement Services 111 Sewall Street Burton M. Cross Building - 4th Floor 9 State House Station Augusta, ME 04333-0009

Submitted by:



MANCON, LLC 1961 Diamond Springs Road Virginia Beach, VA 23455 Phone: 757-460-6308

2 March 2023

Disclosure Statement: The data contained in this proposal is proprietary and if made public may do irreparable harm to the company. The data contained in this proposal shall not be disclosed outside the State of Maine Government, nor shall it be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the capabilities of MANCON, LLC. If a contract is awarded to MANCON, LLC as a result of or in connection with the submission of this proposal, the State of Maine Government shall have the right to duplicate, use, or disclose these data to the extent provided for under the State of Maine Freedom of Access Act. This disclosure statement applies to all pages of the proposal.





Table of Contents

ParagraphDescriptionPage #Table of Contents21.Cost Explanation & Justification2.MANCON Information Technology Hardware Requirements3.Hourly Overtime Rates by Labor Category5.Cost Proposal Forms6





1. Cost Explanation & Justification

The cost figures provided in the cost proposal account for <u>all</u> the <u>labor</u> and <u>non-labor expenses</u> associated with operating the Fleet Parts Supply & Inventory Management Program contract. This includes 33 full-time dedicated FTE (31 FTE on-site & 2 FTE at MANCON's headquarters), parts pick-up, material delivery to Satellite Camp Locations and management mobility provided by 13 vehicles, vehicle operating expenses, software licenses and maintenance, receiving tablets, cell phone service, travel expense, office supplies, uniforms, and cost of capital inventory investment at the Main and Sub Garages.

Based on our experience and workload analysis during the current contract, MANCON proposes adjusting the staffing with the following justification.

- Statewide Support Added an Inventory Specialist primarily located in Augusta with statewide responsibility for developing comprehensive purchasing agreements, Satellite Camp Locations cycle count support, Satellite Camp Locations inventory buyback support, parts obsolescence management, and MANCON stocked inventory management.
- Region 2/6 Augusta Recharacterized a Delivery Driver position to a Shipping & Receiving Clerk. Delivery requirements do not support a third driver in Augusta but there is a need for a dedicated employee to handle the shipping & receiving function due to the considerable volume of parts receipts for both stocked and non-stocked requirements. The Shipping & Receiving Clerk will be available to drive the delivery vehicle if necessary.
- Region 2/6 Augusta Recharacterized a Parts Specialist position to a Parts Specialist (MPIN) for dedicated full-time MPIN management which is a considerable effort.
- Region 3 Dixfield Recharacterized a Parts Specialist position to a Location Supervisor. Every staffed stockroom should have a Supervisor, so MANCON proposes upgrading one of the two existing Parts Specialist positions.
- Region 3 Dixfield Reduced a Delivery Driver position. Delivery requirements do not support a full-time Delivery Driver in Dixfield. The workload data indicates that the remaining Dixfield staff will have the capacity to pick-up and deliver parts as necessary.
- Region 4 Bangor Added a Parts Specialist position to accommodate increased workload particularly at supported Satellite Camp Locations. Bangor will benefit by having a Parts Specialist dedicated to Satellite Camp Location orders which are a substantial volume and require a higher level of coordination and service.
- Region 5 Caribou Added a Parts Specialist position to accommodate the increased workload at both the Main Garage and Satellite Camp Locations. The remoteness of Caribou plus the distance to supported Satellite Camp Locations along with the small local supplier network all present challenges which will benefit from having another Parts Specialist.

The labor market has changed significantly since the previous RFP was released in early 2018. The average wage rates for labor categories under this effort have increased substantially. Based on wage data from the Maine Department of Labor (Maine DoL) – Center for Workforce Research





and Information (CWRI), the Augusta area wages for these labor categories have increased by 30% to 35% from the start of our current contract through second quarter 2022 – the latest period for which data is provided. The Portland area wages have increased even more and are as much as 50% higher over the past five years. The rest of Maine has experienced wage increases similar to Augusta's at approximately a 30% increase. Nationwide, wage rates have continued to increase since the second quarter 2022 (the latest period for which data is provided by Maine DoL – CWRI) which is likely to have occurred in Maine as well.

For this proposal, MANCON analyzed the Maine DoL – CWRI wage data, the current employee wage rates, the wage rates of our most recent hires, and existing Maine job postings for similar positions to determine the wage rates in the proposal. The wage rates under the current contract have risen by 17% over the course of five years. For this proposal, the wage rates used are an average of approximately 12% higher than the current contract wage rates for Augusta, Dixfield, Skowhegan, Bangor, and Caribou. This is in line with the 30%-35% Maine DoL – CWRI statewide increase. Due to the higher wage rates in southern Maine, an area adjustment of \$2.00 per hour was added to the positions in Scarborough. If awarded the contract, MANCON will increase the wages of its existing staff accordingly.

With regard to non-labor expenses, MANCON reduced the number of vehicles to 13 based on historical usage of MANCON's existing fleet. Further, multiple initial purchases are not needed or are reduced for this proposal such as software licenses, warehouse equipment, computer hardware and related equipment, and transition expenses which have been significantly reduced relative to the current contract. The net result of the increased wages and the lowered non-labor expenses is reducing the contract year 1 Overhead Rate on the Cost Proposal Form from the current 45.1% to the proposed 31.4%.

2. MANCON Information Technology Hardware Requirements

Unlike the current contract, MANCON will not be providing, nor have we included the cost of computer, printer, or peripheral hardware in our proposed service cost. Since MANCON will rely on MaineDOT to provide our information technology (IT) hardware we want to specify our requirements so that MaineDOT can budget appropriately. Accordingly, a MANCON workstation consists of:

- Personal computer
- Dual screen monitors
- Keyboard
- Mouse
- Backup power supply

MANCON will need workstations for on-site employees except for the four mobile employees who will need a MaineDOT provided laptop with docking station, a backup power supply, and dual screen monitors. These four employees are the Operations Manager, the two Assistant Operations Managers, and the Inventory Specialist. Additionally, our two headquarters employees





supporting MaineDOT will need laptops with docking stations to access MaineDOT's network - specifically FFMS.

MANCON requires multifunction networked desktop printers which scan, fax, e-mail, copy, and print. In addition to multifunction printers MANCON affixed labels to every unit pack and therefore networked label printers are critical.

Where the existing monitors, keyboards, mouse, backup power supplies, multifunction printers, and label printers are operational, if permissible, MANCON agrees to transfer custody of that equipment to MaineDOT with the understanding that their future replacement will be provided by MaineDOT. The summary of the IT Hardware Requirements is listed below in Table 1:

Table 1: IT Hardware Requirements by Main & Sub Garage											
Location	Computer Workstation	Laptop	Multifunction Printer	Label Printer							
Statewide	-	6	-	-							
Scarborough	5	-	3	4							
Augusta	6	-	3	4							
Dixfield	2	-	1	1							
Skowhegan	2	-	1	1							
Bangor	5	-	2	3							
Caribou	5	-	1	3							

3. Hourly Overtime Rates by Labor Category

For clarity, the following overtime rates by labor category and contract year which apply to labor hours exceeding 40 hours worked in a week are provided in Table 2 as follows:

Table 2: Overtime Rates by Labor Category										
Labor Category	1 July 2023 to 30 June 2024	1 July 2024 to 30 June 2025	1 July 2025 to 30 June 2026							
Operations Manager	\$94.22	\$98.93	\$103.88							
Assistant Operations Manager	\$81.66	\$85.74	\$90.03							
Inventory Specialist	\$54.44	\$57.16	\$60.02							
Location Supervisor	\$55.14	\$57.90	\$60.80							
Parts Specialist	\$51.09	\$53.64	\$56.32							
Shipping & Receiving Clerk	\$43.97	\$46.17	\$48.48							
Delivery Driver	\$44.81	\$47.05	\$49.40							





Cost Proposal Form 1 July 2023 to 30 June 2024

								<u>Co</u> st	Proposal Fo	orm								
	Project Title/Location:	Truck & Equ	ipment Parts Su	pply Inventory	Management S	Statewide										Date:	Marc	h 2, 2023
	Einer Manna		0															
	Firm Name: Address:		LC nd Springs Roa	d. Virginia Be	each. VA 23455										Pi	repared By:	Rick Clarke	
			<u></u>	-, <u>g</u>												-p		
	Staff Positions =>	Ops N	Aanager	Asst Op	s Manager	Customer Su	pport Manager	Inventor	y Specialist	Location	Supervisor	Parts	Specialist	Shipping &	Receiving Clerk	Delive	ery Driver	TOTAL
#	Regional Location	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Employee Hou
1	Scarborough	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0	1,920	11,9
2	Fleet Headquarters	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	4.0		1.0	1,920	2.0	3,840	17,
	Dixfield	0.1	192	0.2	384	0.1	192	0.2	384	1.0	1,920	1.0		0.0	-	0.0	-	4,
	Skowhegan	0.1	192	0.2	384	0.1	192	0.2	384	1.0	1,920	1.0	1	0.0		0.0	-	4,
	Bangor	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0		1.0	1,920	11,
6	Caribou	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0	1,920	11,
т	TAL EMPLOYEES/HOURS	1	1.920	2	3.840	1	1,920	2	3.840	6	11.520	15	28.800	1	1.920	5	9.600	63.
	veraged Commercial Rate		\$ 68.17	-	\$ 59.76		\$ 59.76		\$ 41.56		\$ 42.02		\$ 39.31	<u>.</u>	\$ 34.55		\$ 35.11	
	DIRECT LABOR TOTAL		\$130,886.40		\$229,478.40		\$114,739.20		\$159,590.40		\$484,070.40		\$1,132,128.00		\$66,336.00		\$337,056.00	\$2,654,284
																Overhead %	31.30%	
														Pr	ofit/Fee (not to e	exceed 10%)	9.00%	\$313,656
	EXAMPLE:	Ma	nager															
	Regional Location	Number of People (Annual)	Total Hours (Annual)			The Cost P proposal p	Instructions: The Cost Proposal Form must be completed and submitted with the							Total Propose			<u>Cost</u> \$3,798,732.78	
	Scarborough	1	2080			hiohozaih	ackage.											
	Fleet Headquarters	2	4160			Prior to co	mpleting this f	orm review	and complete	Annendix G	- Wage Rate							
	Dixfield	1	2080			Waiver Re		01111,100100	und complete	Appendix 0	Wage hate							
	Skowhegan	1	2080															
	Bangor	1	2080			Provide jo	b title, number	of people, t	otal annual ho	ours and ave	aged							
6	Caribou	1	2080				al rate for each											
т	TAL EMPLOYEES/HOURS	7	14,560															
	veraged Commercial Rate							ntage amounts for overhead and profit/fee. NOTE: profit/fee										
-	DIRECT LABOR TOTAL		\$364,000.00			amount m	ust not exceed	10%.										
						Th			ar 2018 and 2	010								
						The compl	ned Total Prop	losea Costs i	01 2018 410 2	ota mili pe r	ie							





Cost Proposal Form 1 July 2024 to 30 June 2025

								<u>Cost</u>	Proposal F	orm								
	Project Title/Location:	Truck & Equ	ipment Parts Su	pply Inventory	Management S	Statewide										Date:	Mar	ch 2, 2023
	Firm Name:		c															
			nd Springs Road	d, Virginia Be	ach, VA 23455	;									Р	repared By:	Rick Clarke	
	Staff Positions =>	Ops N	Nanager	Asst Ops Manager		Customer Su	pport Manager	Invento	y Specialist	Location	Supervisor	Parts	Specialist	Shipping & F	Receiving Clerk	Delive	ery Driver	TOTAL
#	Regional Location	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Employee Ho
	carborough	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0		11
	eet Headquarters	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	4.0	7,680	1.0	1,920	2.0	3,840	17
	ixfield	0.1	192	0.2	384	0.1	192	0.2	384	1.0	1,920	1.0	1,920	0.0	-	0.0	-	4
	kowhegan	0.1	192	0.2	384	0.1	192	0.2		1.0	1,920	1.0	1,920	0.0	-	0.0		4
	angor	0.2	384	0.4	768	0.2	384	0.4		1.0	1,920	3.0		0.0	-	1.0		11
6 C	aribou	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0	1,920	11
тот	AL EMPLOYEES/HOURS	1	1,920	2	3,840	1	1,920	2	3,840	6	11,520	15	28,800	1	1,920	5	9,600	63
Ave	raged Commercial Rate		\$ 71.58		\$ 62.75		\$ 62.75		\$ 43.64		\$ 44.12		\$ 41.28		\$ 36.28		\$ 36.87	
	DIRECT LABOR TOTAL		\$137,433.60		\$240,960.00		\$120,480.00		\$167,577.60		\$508,262.40		\$1,188,864.00		\$69,657.60		\$353,952.00	\$2,787,187
																Overhead %	31.30%	\$872,389
														Pro	ofit/Fee (not to e		9.00%	\$329.361
E	KAMPLE:																0.0070	<i>\\</i> 020,00
		Ма	nager															
	Regional Location	Number of People (Annual)	Total Hours (Annual)			The Cost P	Instructions: The Cost Proposal Form must be completed and submitted with the								<u>Total Pr</u>	oposed Cost	<u>\$3,9</u>	<u>88,938.71</u>
1 So	arborough	1	2080			proposal p		nust be con	ipieteu anu su	Difficed wit	intile							
	eet Headquarters	2	4160			Proposarp	achage.											
	ixfield	1	2080			Prior to co	mpleting this f	orm. review	and complete	Appendix G	- Wage Rate							
	kowhegan	1	2080			Waiver Re		,		17 1								
	angor	1	2080															
6 C	aribou	1	2080			Provide jo	b title, number	of people,	total annual ho	ours and ave	raged							
тот	AL EMPLOYEES/HOURS	7	14.560			commercia	al rate for each	proposed s	taff position. (see example).							
	raged Commercial Rate	-	\$25.00															
	DIRECT LABOR TOTAL		\$364,000.00				entage amoun		ead and profit,	/fee. NOTE:	profit/fee							
						amount m	ust not exceed	10%.										





Cost Proposal Form 1 July 2025 to 30 June 2026

									Proposal F	OF TRANS									
								COSI	Proposal F										
																_	Maar	h 2, 2023	
	Project Title/Location:	Iruck & Equ	ipment Parts Su	pply Inventory	Management	statewide										Date:	Marc	in 2, 2023	
	Firm Name:		C																
			nd Springs Roa	d, Virginia Be	ach, VA 23455										Р	repared By:	Rick Clarke		
	Staff Positions =>	Ops N	Manager	Asst Op	Manager	Customer Su	pport Manager	Invento	ry Specialist	Location	Supervisor	Parts	Specialist	Shipping &	Receiving Clerk	Delive	ery Driver	TOTAL	
#	Regional Location	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Number of People (Annual)	Total Hours (Annual)	Employee Hou	
1	Scarborough	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0	1,920	11,	
	Fleet Headquarters	0.2	384	0.4	768	0.2	384	0.4		1.0	1,920	4.0	7,680	1.0	1,920	2.0	3,840	17,	
	Dixfield	0.1	192	0.2	384	0.1	192	0.2		1.0		1.0	1,920	0.0		0.0		4,	
	Skowhegan	0.1	192	0.2	384	0.1	192	0.2		1.0		1.0	1,920	0.0		0.0		4,	
	Bangor	0.2	384	0.4	768	0.2	384	0.4		1.0		3.0	5,760	0.0		1.0	,	11,	
6	Caribou	0.2	384	0.4	768	0.2	384	0.4	768	1.0	1,920	3.0	5,760	0.0	-	1.0	1,920	11,	
	TAL EMPLOYEES/HOURS	1	1,920	2	3.840	1	1,920	2	3,840	6	11,520	15	28,800	1	1,920	5	9,600	63.	
	veraged Commercial Rate	1	\$ 75.16	2	\$ 65.89	1	\$ 65.89	2	\$ 45.82	0	\$ 46.33	15	\$ 43.34	1	\$ 38.09		\$ 38.71	03,	
A	DIRECT LABOR TOTAL		\$ 75.16		\$253.017.60		\$126.508.80		\$175,948.80		\$533,721.60		\$1,248,192.00		\$73,132.80		\$371,616.00	\$2,926,444	
	DIRECT EADOR TOTAL		\$144,007.20		\$200,011.00		\$120,000.00		\$110,040.00		4000,721.00		ψ1,240,102.00		\$10,102.00		<i>4071,010.00</i>	<i>\</i> \\\\\\\\\\\\\	
																Overhead %	31.30%	\$915,977	
														Pi	rofit/Fee (not to	exceed 10%)	9.00%	\$345,817	
	EXAMPLE:	Ma	nager																
	Regional Location	Number of People	nber Total Hours					Instructions:							Total Pr	oposed Cost		¢4 400 040 00	
	_	(Annual)					roposal Form r	Form must be completed and submitted with the									\$4,18	<u>\$4,188,240.00</u>	
	Scarborough	1	2080			proposalp					-								
	Fleet Headquarters	2	4160				5												
	Dixfield	1	2080			Prior to co	mpleting this f	orm, review	and complete	Appendix G	i - Wage Rate								
	Skowhegan Bannar	1	2080 2080			Waiver Re	quest.		-	-	-								
	Bangor Caribou	1	2080																
0	Caribou	1	2080						total annual ho										
то	TAL EMPLOYEES/HOURS	7	14,560			commercia	al rate for each	proposed s	staff position. (see example	e).								
	veraged Commercial Rate		\$25.00																
	DIRECT LABOR TOTAL		\$364,000.00				-		lead and profit,	/fee. NOTE:	profit/fee								
						amount m	ust not exceed	10%.											
										019 will be t									

RIDER F

METHOD OF PAYMENT

For all services rendered under the terms of this Contract, compensation shall be made based on Fixed Commercial Rates. These Fixed Commercial Rates includes direct labor, all direct and indirect expenses, and profit and shall remain the same for the first year of this contract. These rates will be adjusted annually for the first three contract years based on Provider's submitted cost proposal (Rider E). Rates cannot be adjusted after Contract/Modification expiration. MaineDOT shall pay the Provider on a monthly basis for acceptable services rendered under this Contract/Modification.

Parts purchased by MaineDOT will be invoiced at Cost. Cost is defined as including all costs for delivery of the part to the MaineDOT location to include any third-party freight, transportation fees, customs, duties, tariffs, taxes, insurance, and other similar fees – including the State of Maine's 1% clothing fee.

Commercial Hourly Rates: See the attached Rider F-1 Fixed Commercial Rates

Direct Labor	\$ <u>12,000,000.00</u>
Parts (estimate)	\$ <u>28,370,000.00</u>

Mutually agreed upon maximum amount:

\$ <u>40,370,000.00</u>

The Maximum Amount indicated in this Contract does not constitute an obligation by MaineDOT to pay the Provider this amount in its entirety under the current terms and conditions of this Contract. However, it does constitute the maximum amount that can be paid to the Provider under this Contract.

RIDER F-1

FIXED COMMERCIAL RATES

Name & Classification / Title	Hourly Rate
Operations Manager (Straight Time)	\$97.56
Operations Manager (Overtime)	\$94.22
Assistant Operations Manager (Straight Time)	\$85.53
Assistant Operations Manager (Overtime)	\$81.66
Customer Support Manager (Straight Time)	\$85.53
Inventory Specialist (Straight Time)	\$59.48
Inventory Specialist (Overtime)	\$54.44
Location Supervisor (Straight Time)	\$60.14
Location Supervisor (Overtime)	\$55.14
Parts Specialist (Straight Time)	\$56.26
Parts Specialist (Overtime)	\$51.09
Shipping & Receiving Clerk (Straight Time)	\$49.45
Shipping & Receiving Clerk (Overtime)	\$43.97
Delivery Driver (Straight Time)	\$50.25
Delivery Driver (Overtime)	\$44.81

MANCON, LLC Signature_

Print Name: Rick Clarke, President

Date: 6/14/2023

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.

STATE OF MAINE | AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER G IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

K X	
~ 1	
$I \vee I$	
$\Box \triangle \Box$	

United States. Please identify state: Maine

Other. Please identify country:

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.