



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24111900000000000054	
COMMODITY/SERVICE DESCRIPTION: Plow Truck Cab & Chassis, Class 6, 26,000 Lb GVWR	
START DATE: 12/11/2024	END DATE: 10/31/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Freightliner of Maine		
ADDRESS: 422 Perry Rd.		
CITY: Bangor	STATE: ME	ZIP CODE: 04401
PROVIDER'S VENDOR CUSTOMER #: VC1000031404		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:

 2A644AF5681F482...

DocuSigned by:

 1FFAB826E5C849F...

David Morris, Acting CPO

Ryan Daigle, Director of Sales

Date 12/9/2024

Date 12/9/2024

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Bill Allen, Senior Procurement Manager

EMAIL: wje.allen@maine.gov

TELEPHONE: 207-624-7871

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Ryan Daigle

EMAIL: rdaiGLE@flmaine.com

TELEPHONE: 207-945-6451

Any changes to the individuals identified above may be changed at any time through written notice by either party.

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B – Payment and Other Provisions
<input checked="" type="checkbox"/>	RIDER D – Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	RIDER F – MaineDOT Certifications- Appendix F from RFQ 17D 240830-053
<input checked="" type="checkbox"/>	RIDER G – MaineDOT Terms and Conditions – Appendix G from RFQ 17D 240830-053

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

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I. COMMODITY: Plow Truck Cab & Chassis, Class 6, 26,000 Lb GVWR – Freightliner M2 106 Plus

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

II. CONTRACT PERIOD:

Start [insert start date] through [insert end date]

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- Initial Term
- First Renewal
- Second Renewal

III. EXTENSION COST DETAIL

N/A

IV. AUTHORIZED USER:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- Are permitted to utilize this MA as written.

V. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$5,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Delivery Locations: The vendor must deliver to any State of Maine facility. Most MaineDOT orders will be delivered to Augusta, Scarborough, Dixfield, Bangor and Oakfield. The exact addresses will be provided to the vendor at the time of order.

Delivery and Inspection: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

VI. CONTRACTED PRICING/RATES

Contracted pricing is attached as a separate document.

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

VII. SPECIFICATIONS/SCOPE OF WORK:

Specifications

Twenty-Six Thousand (26,000 lb.) GVWR 4X2 Heavy Truck Regular Cab

Twenty-Six Thousand (26,000 lb.) GVWR Regular Cab Truck with automatic transmission. Cab and Chassis designed to mount a Dump Body, with Ice and Snow Removal Equipment

INTENT

It is the purpose and intent of these specifications to describe a base vehicle and options with a Twenty-Five Thousand Nine Hundred (26,000) pound GVWR, of substantial and durable construction congruent to practices acceptable to the chassis manufacturer. A vehicle, with a conventional cab (pick up type cabs and expanded roofs are not acceptable). This vehicle will be used in all months of the year pertaining to highway maintenance activities in a climate related to such as that in The State of Maine, by The Maine Department of Transportation. During winter maintenance, the vehicle's main purpose will be the removal of ice and snow, sanding and salting which necessitates the installation of a myriad of controls, radios, etc. To accommodate these controls and provide acceptable operator ergonomics and comfort it is imperative that truck cabs provide as much clear interior space as possible. The cab width must be a minimum of 70" interior door to interior door while the dashboard, heater and other appurtenances must not diminish interior clear space for the installation of controls, radios, etc. The chassis is to be the heaviest duty available with all possible options to make it a heavy-duty vehicle.

The purpose of the BBC dimension is strictly to provide guidance in the selection of the appropriate make and model. Reasonable allowances will be made for the BBC dimension provided that intrusion of engine or doghouse into the cab is kept to an absolute minimum. The seats must be a premium high back and the most comfortable available with a minimum of 5" of vertical travel in the air suspended driver's seat. At full vertical driver seat height, there must be sufficient head, chest and lower torso clearance to both the roof and the steering wheel for individuals of larger than normal stature.

If cab mounted air ride suspension is provided as standard equipment by the manufacturer, then the vertical exhaust must be either cab mounted (which is preferred) or additional CA must be added to accommodate the frame mounting of the exhaust. Additionally, and for any other reason, if the exhaust system intrudes upon or diminishes useable CA then additional CA must be added to accommodate the loss. Fuel tanks must not extend past the rear of the cab.

It will also be the responsibility of the Bidder and/or Vehicle manufacturer to supply any and all “factory plow truck option packages” necessary to facilitate the assembly of the truck chassis and the related components supplied by others (such as the body and plow vendors) into a completed and fully functional plow truck. This would refer to inclusion of but not to be limited to special plow truck spring and suspension components, plow truck wiring harnesses, electrical relays, additional electronic speedometer feeds, plow truck light harnesses, etc. MaineDOT/Fleet Services must approve the “factory plow truck option packages,” prior to purchases or assembly.

COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.

Any part or detail which makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

CONFORMITY

All parts not specified shall be manufacturer’s best quality and shall conform in materials, design, or workmanship to the best practice known in the automobile industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the manufacturer should be interchangeable.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below.

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

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

REGULAR CAB PATROLS

The following abbreviations must be used:

X	As specified
N/A	Not Available
DI	Dealer Installed
AE	Approved Equal

2.0 ENGINE				
The proposed diesel engine <u>must</u> comply with the New Motor Vehicle Emission Standards issued by the Maine Department of Environmental Protection in the Code of Maine Rules (06-096 CMR Chapter 127).				
		Abbreviation	Actual Dimension	Notes
2.1	IHC, Volvo, Cummins, Detroit, or Mack	X		
2.2	300 H.P. minimum	X		
2.3	1000 lbs. ft. torque, minimum	X		
2.4				
2.5	Engine idle time history must be maintained and accessible from the truck's onboard computer system.	X		
2.6	Stainless Steel oil pan or approved equal	DI		
2.7	A wet sleeve engine.	X		
2.8	Proven history of application in similar service.	X		
2.9	Turbocharger	X		
2.10	Oil cooled.	X		
2.11	Extreme service oil filtration system (no remote mount filter assembly will be accepted).	X		
2.12	Magnetic oil drain plug.	X		

2.13	Engine block heater 115 volts with 1,250 watts, receptacle with spring operated lid mounted under driver's door.	AE		115 volts 1000 Watt
3.0 TRANSMISSION		Abbreviation	Actual Dimension	Notes
3.1	Dedicated ground speed wire shall be accessible inside the cab for connection to spreader controls.	X		
3.2	Synthetic oil must be provided.	X		
3.3	PTO openings.	X		
3.4	Magnetic oil plug.	X		
3.5	Input rated at not less than 125% of net engine torque.	X		
3.6	Must have 2" input shaft.	X		
3.7	Stainless Steel transmission cooler Mounted on or into Radiator	X		
3.8	Allison Transmission Model 3000RDS (1-5 or approved equal)	X		
3.9	Push button selector to be flush mounted in dash or OEM counsel.	X		
3.10	Fourth generation electronic control shift selector	X		
3.11	Third gear hold option	X		
3.12	Additional stainless-steel transmission cooling must be supplied.	N/A		not needed
3.13	Factory filled with TranSynd or Tes 295 equivalent fluid.	X		
3.14	Allison transmission electronic control module to be relocated inside the cab to minimize exposure to corrosive elements.	A/E		On Firewall from factory

	4.0 STEERING	Abbreviation	Actual Dimension	Notes
4.1	Must not interfere with plow application. Manufacturer's turning radius summary must be submitted with bid.	X		
4.2	Turning radius must not exceed a maximum distance of (33') thirty-three feet.	X		
4.3	Heavy-duty design suitable for snowplow and dump truck service.	X		
4.4	Ample gear reduction for off highway operation.	X		
4.5	Integral power steering or factory installed hydraulic boosters.	X		
	5.0 DRIVELINE	Abbreviation	Actual Dimension	Notes
5.1	Driveline to be heavy-duty and factory balanced.	X		
5.2	Universal joints on driveline SPL250HD.	AE		SPL250HT
	6.0 REAR AXLE	Abbreviation	Actual Dimension	Notes
6.1	Driver controlled differential power divider. The differential to be equipped with a safety feature, that will automatically disengage the locking differential at a speed of approximately 20 MPH.	AE		Disengage at 25mph
6.2	Prefer Meritor RS21-160, 21,000 lb. capacity single reduction rear.	X		
6.3	Rear end ratio should be 4.89 drive line ratio or a similar ration approved through Allison Scan Review report.	X		
6.4	Magnetic oil drain plug.	X		
6.5	Oil lubricated and sealed wheel bearings.	X		

6.6	Synthetic oil must be provided.	✓		
7.0 REAR SPRINGS AND SUSPENSION				
		Abbreviation	Actual Dimension	Notes
7.1	23,000 lbs. capacity rear main springs, minimum.	X		
7.2	Clearance between inner dual tires and suspension system and brake chambers not to be less than 2".	X		
7.3	All hardware to be designed for extreme service.	X		
7.4	Helper springs to be multi-leaf design and largest capacity.	X		
7.5	Spring mounting brackets and hardware (including shackles) to be designed for extreme service.	X		
7.6	Main spring assembly to be double wrapped front and rear.	X		
7.7	If a rear suspension is supplied utilizing torque arms with front and rear floating spring hangers, then a transverse torque arm from the frame to the top of the differential housing must also be supplied.	X		

8.0 FRONT AXLE		Abbreviation	Actual Dimension	Notes
8.1	12,000 lb. minimum capacity set back axle.	X		
8.2	Wide track, I-beam type with a minimum 50 degree turn angle.	X		
8.3	Set back axle suitable for snow plow and dump truck service.	X		
8.4	King pins to be metallic bushings with Zerk type grease fittings at all bushing locations.	X		
8.5	Prefer double king pin locks in axle.	X		
8.6	Heavy-duty double acting shock absorbers.	X		
8.7	Synthetic oil lubricated and sealed wheel bearings with visible oil supply. Wheel bearings to be rated at 12,000 lb. minimum capacity.	X		
8.8	Largest capacity power steering reservoir with filter located for ease of service.	X		
8.9	Flexible fender extensions must be provided for the front fender wells if necessary to protect the hood and cab from wheel spray and splash.	X		
9.0 FRONT SPRINGS		Abbreviation	Actual Dimension	Notes
9.1	Spring capacity L.H. 6,500 lbs. at ground minimum, multi-leaf or combination of multi-leaf spring and helper. Additional leaves added to factory spring to meet specs are not acceptable.	X		
9.2	Spring capacity R.H. 6,500 lbs. at ground minimum, multi-leaf or combination of multi-leaf spring and helper. Additional leaves added to factory spring to meet specs are not acceptable.	X		
9.3				

9.4	Spring mounting hardware and brackets (including shackles) to be H.D.	X		
9.5	The complete suspension system, but especially the front springs, must be designed, constructed or reconstructed/reinforced if necessary to substantially transfer weight to the rear axle and rear wheels/suspension opposite the wing to prevent the unloading of this axle with plow gear and plows in the up or carry position with an empty body.	X		
10.0 AIR/BRAKE SYSTEM		Abbreviation	Actual Dimension	Notes
10.1	Front Disc Air Brakes	X		
10.2	Rear Disc Air Brakes	X		
10.3	Haldex Life Seal chambers on rear axles. Front brake chambers to be Haldex Life Seal	AE		Wabco
10.4	Bendix Tu Flo 500 air compressor lubricated via the engine lube system.	AE		Cummins 18.7CFM
10.5	Dual air brake system.	X		
10.6	Bendix AD-IP air dryer, to include heater.	AE		AD-9
10.7	Pull drains on each reservoir with the loose end of the cable attached professionally in a location that is easily accessible to the operator.	X		
10.8	The reservoir to have ample road clearance and be of sufficient reserve capacity to support all vehicle air accessories and systems.	X		
10.9	Air horn.	X		
10.10	Air compressor to have dry filtered air inlet.	X		
10.11	Front and Rear Disc Brakes.	X		

10.12	All brake air lines will be run in the same locations.	X		
11.0 ELECTRICAL SYSTEM				
		Abbreviation	Actual Dimension	Notes
11.1	12 volt Leece-Neville 160-amp capacity alternator Model 2800JB/BLD 2309.	AE		Leece-Neville 170amp
11.2	Delco 39 Gear Reduction starter with overcrank protection.	X		
11.3	Three (3) 12 volt batteries, 2700 CCA @ 0° F, 104-amp hour capacity, minimum, maintenance free type, must be mounted on frame rail to accommodate and not interfere with mounted snow plow equipment.	X		
11.4	Enclosed battery compartment with proper ventilation to the outside atmosphere.	X		
11.5	All exterior wiring to be of salt resistant type in suitable loom or conduit. Waterproof plug type connectors to be used at all exposed locations. All connections not waterproofed must be shrink wrapped.	X		
11.6	Manually operated lockable master battery disconnect switch location is not to be mounted on the floor or in the environment, preferability in cab where it's readily accessible to operator. The battery disconnect switch break on the negative cable side.	DJ		
11.7	Sealed battery cable ends, color-coded. (Red + Pos., Black-Neg.).	X		
11.8	A complete "AS BUILT" wiring schematic manual on CD or Thumb Drive required to be supplied. A sample wiring schematic required to be supplied with the bid proposal.	X		

11.9	All electrical connections are required to be treated with di-electric grease.	X		
11.10	All electrical cable will be run in the same locations on all units.	X		
	12.0 FRAME	Abbreviation	Actual Dimension	Notes
12.1	Single Heavy-Duty Channel Frame Rail powder coated with a minimum of PSI 120,000, Section Modulus 22.12, RBM 2,654,400.	AE		21.60 Section Modulus 2,592,000 RBM
12.2	Straight channel frame rail suitable for heavy-duty plow and dump truck service.	X		
12.3	Fish plates not acceptable.	X		
12.4	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT	X		
12.5	All heavy-duty gusseted cross members	X		
12.6	Frame extensions are required to meet the same standard as truck frame <u>if</u> extensions are required.	X		
	13.0 FUEL SYSTEM	Abbreviation	Actual Dimension	Notes
13.1	Heavy-duty aluminum, minimum 2-inch-wide straps with rubber shims/liners must be used.	X		
13.2	Tank <u>must not</u> extend past the rear of the cab.	X		
13.3	Aluminum step type fuel tank with a minimum capacity of 60 gallons.	X		
13.4	Non-skid step.	X		
13.5	12" minimum road clearance mandatory.	X		

13.6	Manually operated hand fuel primer pump.	X		
13.7	Fuel lines to be the appropriate flexible type line.	X		
13.8	Tanks to be vented in such a manner to prevent fuel spillage if operating on a slope or on level ground with tank full and fuel warm.	X		
14.0 WHEELS AND TIRES				
		Abbreviation	Actual Dimension	Notes
14.1	One-piece white powder coat paint tubeless heavy load application 10-hole, 285 mm rims, <ul style="list-style-type: none"> • F) 9.0 X 22.5 with 7.0" wheel off set Accuride A29300PW • R) 8.25 X 22.5 with 6.62" wheel off set Accuride A29169PW 	AE		F) 6.38" off set
14.2	Wheels, rims and tires to provide tire chain clearance without use of adapters, spacers, spoke extensions etc., local modifications not acceptable.	X		
14.3	Rear tires to be the Bridgestone M799 model tread design or approved equal with an approved manufacture, Bridgestone, Michelin, or Continental brand.	X		
14.4	Front tires to be the Bridgestone M860A model tread design or approved equal with an approved manufacture, Bridgestone, Michelin, or Continental brand.	X		
14.5	Front 315/80R 22.5 LRL radial tubeless tire (L ply rating).	X		
14.6	Rear 11R X 22.5 LRH radial tubeless tire with it (H ply rating).	X		
14.7	13.5" Dual wheel spacing required.	X		

14.8	Liquid tire balancer KTB tire treatment (U.S. EPA approved).	DI		
14.9	Heavy-duty 5 hand hole hub piloted wheel system.	X		
14.10	Lead wheel weight will not be accepted.	X		
14.11	Each unit to be delivered with one mounted spare front tire and one mounted spare rear tire. Tires shall have the liquid balancer installed.	X		
15.0 COOLING SYSTEM		Abbreviation	Actual Dimension	Notes
15.1	Non-silicone type radiator and coolant lines.	X		
15.2	Radiator core and tanks to be of heavy-duty design and construction.	X		
15.3	Ample capacity for continuous high engine output under extreme temperatures and/or operating conditions.	X		
15.4	Heavy-duty mounting brackets and hardware.	X		
15.5	Two-stage fan clutch.	X		
15.6	Coolant to be Extended Life rated for -35 degrees upon delivery to MaineDOT Fleet Services.	X		
16.0 EXHAUST		Abbreviation	Actual Dimension	Notes
16.1	Vertical exhaust designed and installed so as not to interfere with any customer installed accessories (i.e. snowplows, hydraulic tanks, etc.).	X		
16.2	Exhaust deflector elbow	X		
16.3	Heavy-duty mounting brackets, elbows, piping and expansion joints.	X		

16.4	Aluminized horizontal muffler.	X		
16.5	Exhaust System design to keep noise to lowest practical level in accordance with Federal Regulations.	X		
	17.0 FILTERS	Abbreviation	Actual Dimension	Notes
17.1	Heavy-duty dry type air filter	X		
17.2	Operator's controlled snow valve for drawing air directly under engine hood is mandatory to prevent snow from clogging air filter. A seasonal two-way air inlet control valve is mandatory. Must be factory installed and clearly marked for use.	N/A		Snow Door not available on this model
17.3	All filters must be mounted to facilitate ease of servicing.	X		
17.4	Disposable spin on type oil and fuel filters.	X		
17.5	Local filter installations or modifications are not acceptable.	X		
17.6	Fuel filter on the inlet or suction side of the injection pump <u>required</u> .	X		
	18.0 CAB	Abbreviation	Actual Dimension	Notes
18.1	To accommodate the controls and provide acceptable operator ergonomics and comfort it is imperative that the truck cabs provide as much clear interior space as possible. The cab width must be a minimum of 70" interior door to interior door while the dash board, heater and other appurtenances must not diminish interior clear space for the installation of controls, radios, etc. The chassis is to be the heaviest duty available with all possible options to make it a heavy-duty vehicle.	X		
18.2	Ergonomic integrated dash, minimum of fourteen (14) (factory installed) in	AE		8 Switches (blank)

	ergonomic dash, low amperage switches with LED lighting. Three (3) colored LED lighted indicators controllable by means of relays. Circuit must support 20 amps, controlled by Remote Power Modules, installed inside cab to allow MaineDOT easy component wiring installation. All switches to be professionally labeled using factory laser cut plastic inserts.			
18.3	Standard BBC dimension approximately 112".	X		
18.4	Hood and fender to be of one-piece design, tilt forward type with factory installed side access panels to provide safe, easy, complete access to the engine compartment for daily service (including coolant check.)	AE		Side Access panels not available w/this model
18.5	Hood fenders must be designed to be no lower than the bottom of fuel tank and be secured tightly to prevent sailing. If need wind sail brackets are acceptable.	X		
18.6	Tilt and telescoping steering wheel.	X		
18.7	All marker lights to be LED type.	X		
18.8	Dome light to have independent switch and not interfere with the Departments two-way radio.	X		
18.9	Cab heater to be highest capacity available.	X		
18.10	Automatic low oil pressure/high temperature warning system wired in such a way as not to be easily accessible to the operator and be operational only when ignition switch is on.	X		
18.11	Heavy-duty 2-speed minimum, electrically operated windshield wipers with time delay.	X		
18.12	Dual sun visors.	X		

18.13	Dual outside mirrors to be no less than 16" x 7" with integrated convex mirrors on both sides with marker light. All mirrors to be 4-way electronically adjustable and heated.	X		
18.14	Exterior cab grab handle driver side.	X		
18.15	Exterior cab grab handle, passenger side.	X		
18.16	Seat belt webbing to be a highly visible, bright orange in color.	X		
18.17	<p>Driver's seat to be a premium high back cloth covered seat which will incorporate the following features/options:</p> <ul style="list-style-type: none"> a. adjustable dampening of the shock absorber b. wide seat cushion c. air controlled triple lumbar support d. front and rear seat cushion adjustment e. fore/aft seat track adjustment f. adjustable reclining backrest g. air adjustable back rest bolsters h. air adjustable seat cushion bolsters i. dual folding seat armrests j. five (5)-year warranty seat 	X		
18.18	The passenger seat to be a deluxe or premium air-suspension seat with adjustable reclining backrest and lumbar support.	X		
18.19	<p>Instruments to include but not limited to: Oil pressure gauge, Water temperature gauge, Fuel gauge, Brake warning lights, low air pressure light and alarm, voltmeter, Tachometer, air pressure gauge, Air filter restriction gauge and all gauges to be properly marked and illuminated. (Transmission temp gauge with Automatic).</p>	X		
18.20	Windshield to be constructed with tinted glass.	X		
18.21	Full coverage insulated floor mat.	X		

18.22	All pedals are to be suspended off floor	X		
18.23	Heavy-duty insulated closed cab construction. Cab insulation rating required with bid.	X		
18.24	Stationary grill is highly preferred to increase engine accessibility when plow hardware is attached.	X		
18.25	12 Volt power port outlet and USB port.	X		
18.26	Back-up alarm	X		
18.27	All vehicles to be keyed alike and supplied with 2 keys.	X		
18.28	Fresh air intake for heater/defroster must be protected or designed and installed to prevent entrance of sand/salt.	X		
18.29	Radiator grill openings to be of such size and design to protect radiator core from road debris of approximately 5/8" diameter.	X		
18.30	AM-FM radio with Bluetooth	X		
18.31	Suitable heavy-duty full width front bumper must be supplied on vehicle.	X		
18.32	Conventional cab - expanded, modified or bubble roof unacceptable.	X		
18.33	Daytime running headlights.	X		
18.34	Sealed beam headlights of halogen type.	X		
18.35	Air conditioning.	X		
18.36	Cruise control	X		
	19.0 PAINT	Abbreviation	Actual Dimension	Notes
19.1	Base coat clear coat paint.	X		

19.2	Color True Blue Metallic Dupont #M6620	X		
19.3	Chassis frame semi-gloss black enamel.	X		
19.4	Wheels white powder coated.	X		
19.5	Cab interior Gray.	X		
20.0 WHEELBASE AND CA		Abbreviation	Actual Dimension	Notes
20.1	Wheelbase to be no longer or shorter than is essential for mounting a 10', 5-cubic dump body with 12" overhang and 20" minimum space between cab and body for Hydraulic take and Valve Body.	X		
20.2	Cab axle dimension to be approximately 108".	X		
20.3	WB & CA to accommodate a 5-cubic yard body and hoist .	X		
20.4	AF dimension must allow for minimum 12' of frame to extend past rear tires to facilitate mounting of the dump body.	X		
20.5	Clean, unobstructed CA to facilitate the mounting of plow equipment and body.	X		
21.0 EMISSIONS		Abbreviation	Actual Dimension	Notes
21.1	A certification that states each new truck is equipped with a heavy-duty diesel engine (HDDE) that complies with, the New Motor Vehicle Emission Standards issued by the Maine Department of Environmental Protection in, the Code of Maine Rules (06-096 CMR Chapter 127).	X		
22.0 PROGRAMMING		Abbreviation	Actual Dimension	Notes
22.1	<u>No</u> engine idle time to accumulate when combination of "engine is running, parking	X		

	brakes are released, and the transmission is in gear and over 2 mph”.	Y		
22.2	Parking brake alarm, Electric horn sounds repeatedly when parking brake is not engaged with ignition off and driver’s door open.	X		
22.3	All switches and indicators must be configured and labeled per MaineDOT specifications.	X		
22.4	Onboard dash diagnostic	Y		
22.5	Driver controlled locking differential. The differential to be equipped with a safety feature, that will automatically disengage the locking differential at a speed of approximately 20 MPH.	X		
22.6	Cruise control to be set as low as possible (max 25 mph).	X		
22.7	Top speed to be set at 75 mph.	X		
22.8	PTO speed set at 1200 rpm.	X		
22.9	Record and view MPG at the Dash Cluster.	X		
22.10	Windshield wipers to be automatically forced to slowest intermittent speed when the parking brake is set and wipers left on for a predetermined time.	X		
	23.0 WARRANTY	Abbreviation	Actual Dimension	Notes
23.1	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		

23.2	In-Service Date: Warranty on vehicles (not placed in service immediately because of time lag due to installation of plow components, special equipment, seasonal usage or other delays) to be warranted from the date the vehicle is actually placed in service. MaineDOT Fleet Services Augusta will notify the vendor in writing of "in service" date.	X		
23.3	During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and all warranty "in house" to meet operational needs or demand with the exception of major engine, transmission and rear axle rebuild or repair unless pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual OEM parts may be supplied at no cost by the manufacturer, dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.	N/A		
24.0 MANUALS		Abbreviation	Actual Dimension	Notes
24.1	One (1) operator's manual per unit.	Y		
24.2	Ten (10) Shop equipment repair manuals, CDs or Thumb Drive	X		
24.3	Ten (10) Shop equipment repair manuals, CDs or Thumb Drive	X		
24.4	Ten (10) Equipment parts manuals, CDs or Thumb Drive	X		
24.5	Ten (10) Engine parts manuals, CDs or Thumb Drive	X		
25.0 TRAINING		Abbreviation	Actual Dimension	Notes

25.1	All manufacturer's training programs being offered, to be defined in detail and a written proposal of what those programs will entail and submitted with bid packet.	X		
25.2	Training for Operation and Maintenance personnel to be performed by a factory certified trainer only. To include a minimum of 4 hours of training to take place within the 5 MaineDOT Regions within the State. This Training may be videotaped by MaineDOT for future use by MaineDOT trainers.	AE		Training to be made available online free for any tech
25.3	Any applicable training material, (i.e., video tapes, manuals, CD, etc.) which is available for the components, systems or equipment, etc. must be supplied by the vendor, manufacturer, or dealer to MaineDOT with written permission for MaineDOT to duplicate such at will for in-house usage/training.	X		
26.0 GENERAL		Abbreviation	Actual Dimension	Notes
26.1	All manuals, CDs or Thumb Drives should be delivered prior to acceptance of the final chassis.	X		
26.2	Chassis to be completely serviced, tuned up, wheels balanced (front) and steering geometry. Documentation of such service must be provided pertaining to each vehicle upon delivery.	X		
26.3	Vehicles offered must comply with all applicable Federal and State of Maine Regulations. Certified GVWR must be furnished.	X		
26.4	It is the responsibility of the chassis manufacturer to provide or reposition components to provide "clear frame" for installation of accessories or accessory equipment.	X		

26.5	The CA, WB and placement of the body etc. must not cause the summer loaded vehicle to exceed the gross axle weight for special commodities as specified in Title 29-A, Section 2357, 2, A. or B. as appropriate.	X		
27.0 SERVICES		Abbreviation	Actual Dimension	Notes
27.1	MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the trucks will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within 75 miles of each division headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou.	AE		Locations: Fort Kent Houlton Bangor Westbrook
27.2	Vendors must provide a list of bidder service center locations.	X		
27.3	Bidders must supply a written explanation describing such things as the locations of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities. (Explain in a written document submitted with the proposal).	X		Available on <u>www.freightlinerofmaine.com</u>
28.0 GENERAL OPTIONS The following items shall be listed and priced separately		Price List all available packages		Notes
28.1	Extended Engine Warranty (Warranty coverage and time frame must be clearly defined and all components covered must be clearly listed and identified).	\$ \$ \$	See attached	
28.2	Extended Warranty Tow packet (Warranty coverage, time frame and additional cost to MaineDOT must be clearly laid out and described).	\$ \$ \$	See attached	
28.3	Vendor is to be (100%) responsible for all transportation costs during standard 12-	AE		Only for warranty repairs

	month warranty period if vehicle is non-drivable.			
	29.0 OPTIONS	Abbreviation	Actual Dimension	Notes
	CAB			
29.1		Dual Airbags \$ 20 ,600 Left or Right Airbag \$ 800		
29.2	Multiplex wiring.	X		
29.3	Power windows, controlled at each door for easy accessibility for both driver and passenger.	X		
29.4	Power door locks for both doors controlled at driver's door or at dash panel.	X		
29.5	Fully heated windshield Pricing information required with bid.	\$ included		
	PROGRAMMING			
29.6	All doors must unlock when driver's door is open.	X		
29.7	All doors required to lock once truck reaches 5 mph.	X		
29.8	Pre-trip exterior light inspection switch- Engaging light inspection switch will sequentially flash all exterior lights.	X		
	MANUALS			
29.9	MaineDOT shall have free accessibility to manufacturer's web based Service Information program for a period of not less than 5 years. In this program, Fleet, shall have access to all vehicle information by using vehicle VIN #. This program shall include; Parts and Operators manuals, all warranty information, complete troubleshooting & diagnostic and wiring	X		

	diagrams manuals for the engine and truck chassis. VIN specific "as built" components. (Programs being offered must be provided with bid packet, access code must be provided in bid for MaineDOT to review programs.)			
29.10	Provide ten (10) interface USB-Link Drivers and cables that are compatible to vehicle and laptop. Pricing information required with bid.	\$ 2,000		Nexiq Blue Link Wireless
29.11	Provide ten (10) of the latest version of vehicle interface diagnostic software programs subscriptions that diagnose Engine, Chassis, Transmission, ABS, instrument panels and other electronic functions. The program must support wired or wireless connectivity. Pricing information required with bid.	\$ 25,000		
29.12	Over a 5 year period the vendor shall provide MaineDOT ten (10) subscriptions of the latest version of vehicle interface diagnostic software. Also, the USB-Link Drivers and Cables if the new version requires USB-Link Drivers and Cables to be update. Pricing information required with bid.	\$ 100,000		
	TRAINING			
29.13	Training for the Fleet Services Technicians shall be performed at each two (2) MaineDOT Fleet Services maintenance facilities. Technician training, shall include but not limited to the following: trouble shooting, and test procedures for Electrical System, Drive Train, Engine and Transmission Electronics Training and shall take place on the 11 th month from the vehicle in-service date, prior to the expiration date of the vehicle warranty (unless a conflict of scheduling arises in which case the proposed training dates may need to be extended).	\$ 0		Available online for any tech

	Training Requirements	# of Hours	# of Technicians		
	Engine	16	Up to 15	X	Engine - \$3,250 Elec - \$3,250 Trans - \$1,580 Heat/HVAC - \$,580
	Electrical System	16	Up to 15		
	Transmission	8	Up to 15		
	Heater/HVAC	8	Up to 15		
	Pricing information required with bid.				
29.14	Any and all training must be performed by a factory certified trainer and not by sales personnel.			\$	X See above for pricing
29.15	MaineDOT Fleet Services will require a refresher/follow-up training on Engine, Electrical, Transmission and HVAC systems on 11 th month of the second year from the vehicle in-service date. Pricing information required with bid.			\$	See above pricing
	GENERAL OPTIONS				
29.16	MaineDOT hourly rate for service or repairs at awarded Bidder's facility. Pricing information required with bid.			\$	158/hr

BID SUBMISSION REQUIREMENTS:

In addition to required information as exhibited in the specifications, the Bidder shall also provide:

- Warranty and extended warranty data for chassis, cab, and all sub-components.
- Specifications on the proposed Engine, Transmission, and Chassis.
- A computer analysis of the proposed engine, transmission, rear end combination which is being offered must be provided with bid returns.
- Manufacturer's web-based Service Information site.

Prior to any vehicles being accepted by, and any partial payment being made by MaineDOT/Fleet Services, all vehicles will be inspected for compliance to these Technical specifications. The inspections will be performed by MaineDOT/Fleet Services or their designated representative.

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A proposal for
MAINE DOT

Prepared by
FREIGHTLINER AND WESTERN STAR OF MAINE
Ryan Daigle

Sep 18, 2024

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29M	M2 PRL-29M (EFF:MY26 ORDERS)		
Data Version			
DRL-009	SPECPRO21 DATA RELEASE VER 009		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-019	CARB CLEAN IDLE LABELS NOT FOR INITIAL REGISTRATION IN STATES REQUIRING CARB EMISSIONS CERTIFICATION (INCLUDES 6X4 INCH LABELS ON LOWER FORWARD OF DRIVER DOOR)		
AF2-998	NONE		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

Truck Service

AA3-018	FRONT PLOW/END DUMP BODY		
AF3-265	H.P.FAIRFIELD		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM	640	30
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Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79G-111	15 MINUTE IDLE SHUTDOWN - CONTINUOUS OVERRIDE WITH CLUTCH AND SERVICE BRAKE		
79K-016	PTO MODE ENGINE RPM LIMIT - 2000 RPM		
79P-005	PTO RPM WITH CRUISE SET SWITCH - 1000 RPM		
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
79X-008	PTO SPEED 1 SETTING - 1100 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING		
80V-001	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, STATIONARY OPERATION		

Engine Equipment

99C-124	EPA 2010 GHG 2024/CARB 2024 ULTRALOW NOX CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		



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Data Code	Description	Weight Front	Weight Rear
014-102	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND UNDER HOOD BLEND AIR DOOR		
124-105	LN 12V 170 AMP AVI 160 PAD MOUNT ALTERNATOR	10	
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES	40	20
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		



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Data Code	Description	Weight Front	Weight Rear
23Z-001	POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-998	NO COOLANT FILTER	-10	
266-101	900 SQUARE INCH ALUMINUM RADIATOR	15	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-998	NO RADIATOR/OIL PAN GUARD	-5	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	15	

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-321	ALLISON VOCATIONAL PACKAGE 169 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
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Data Code	Description	Weight Front	Weight Rear
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-020	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 3, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-007	1700 RPM PRIMARY MODE SHIFT SPEED		
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM		
85F-054	MAXIMUM ENGINE SPEED FOR PTO OPERATION 3000 RPM		
85H-156	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 3925 RPM - ALLISON 5TH GEN TRANSMISSIONS		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-002	PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



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Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC FRONT BRAKES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-004	FRONT DISC BRAKE ROTORS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-003	14,600# FLAT LEAF FRONT SUSPENSION	250	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

420-009	MERITOR RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		180
421-489	4.89 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-090	SPL250 HT SERVICE FREE DANA SPICER MAIN DRIVELINE	20	20



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Data Code	Description	Weight Front	Weight Rear
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
423-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES		-40
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-1AH	AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-004	SPRING SUSPENSION - 1.50" AXLE SPACER		10
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		



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Data Code	Description	Weight Front	Weight Rear
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL		
460-007	ALUMINUM AIR BRAKE RESERVOIRS	-5	-5
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
310-998	NO TRAILER ELECTRICAL CABLE		

Wheelbase & Frame

545-410	4100MM (161 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	30	280
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-037	1775MM (70 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 95.87 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 92.87 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 270.29 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 21.87 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 63.25 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		



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Prepared by:
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 10 TERMINAL STREET
 WESTBROOK, ME 04092
 Phone:

Data Code	Description	Weight Front	Weight Rear
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REAR MOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE		
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15
590-001	BLACK MUDFLAPS		15
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-005	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		
925-006	UPFIT ROUTING AND CLIPPING BRACKET EXTENSION, UPPER, LH & RH, SUSPENSION TO EOF, WITH LOWER WRAP FOR CUSTOMER/TEM USE		
928-006	UPFIT ROUTING AND CLIPPING BRACKET EXTENSION, UPPER, RH, BOC TO SUSPENSION, WITH LOWER WRAP, FOR CUSTOMER/TEM USE		
607-018	CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, RH RAIL INSIDE/OUTBOARD AND BELOW		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-006	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		



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Data Code	Description	Weight Front	Weight Rear
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		92
* 510-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLYRADIAL SPARE TIRE		163
* 508-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIALADDITIONAL SPARE TIRE		131
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
511-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC SPARE WHEEL		103
* 51A-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC ADDITIONAL SPARE WHEEL		66
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS		
754-008	2-1/2 INCH FENDER EXTENSIONS	10	
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		



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Data Code	Description	Weight Front	Weight Rear
646-046	STATIONARY MOLDED IN COLOR FULL GRILLE FOR CHASSIS WITHOUT INTEGRAL FRONT FRAME EXTENSIONS		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-823	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD		
311-998	NO DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		



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Data Code	Description	Weight Front	Weight Rear
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-036	LH DOOR STORAGE POCKET		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	



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Data Code	Description	Weight Front	Weight Rear
756-340	ELITE ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT W/2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT, ADJUSTABLE SHOCK, HEAT	70	
760-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER		
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

* 4CH-008	8 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$C1B0000ZZ,C1C0000ZZ,C1D0000ZZ,C1E0000ZZ,C1F0000ZZ,C1G0000ZZ,C1H0000ZZ,C1J0000ZZ		
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		



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Data Code	Description	Weight Front	Weight Rear
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS		
48C-004	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-012	1 QUIKFIT PROGRAMABLE MODULE (QPMXMC) W/ (8) 20AMP FUSED RELAYS		
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
1U1-005	RAM MOUNT OVERHEAD CONSOLE WITHOUT POWER AND GROUND		



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Data Code	Description	Weight Front	Weight Rear
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
749-998	NO CB RADIO MOUNTING PROVISION		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
8DE-998	NO ASE DATA SVCE EXTENSION		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY WHEN PARK BRAKE SET, TRANSITION TO SLOWEST SPEED		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		



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Data Code	Description	Weight Front	Weight Rear
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5A8	CAB COLOR A: L0071EY BLUE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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Sales Programs

PMY-3G5	BUSINESS QUOTE SALES PROGRAM		
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TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7458 lbs	4830 lbs	12288 lbs



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Total Weight ⁺	7458 lbs	4830 lbs	12288 lbs
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Extended Warranty

WAG-074 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MERITOR RS-21-160 21,000# R-SERIES SINGLE REAR
 AXLE
 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD
 DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP
 SINGLE FRONT AXLE
 14,600# FLAT LEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4100MM (161 INCH) WHEELBASE
 NO FIFTH WHEEL
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1775MM (70 INCH) REAR FRAME OVERHANG
 TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	121,593	\$	121,593
EXTENDED WARRANTY		\$	230	\$	230
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	121,823	\$	121,823

TAXES AND FEES

FEDERAL EXCISE TAX (FET)		\$	(323)	\$	(323)
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
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BALANCE DUE		(LOCAL CURRENCY) \$	121,500	\$	121,500
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



RIDER B: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "OSPS" shall refer to the State of Maine Office of State Procurement Services.
 - e. The term "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. **WARRANTY.** **The Provider warrants the following:**
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills

of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

- 8. INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.
- 9. MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
- 10. TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

- 11. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
- 16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party 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.
- 17. NON-COLLUSION.** The Provider warrants 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 Contract, 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 Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 18. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

RIDER D: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION


By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Ryan Daigle	Title: Director of Sales
Authorized Signature: <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> DocuSigned by:  1FFAB826E5C849F... </div>	Date: 12/9/2024

Appendix F

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

Maine DOT CERTIFICATIONS

**RFQ # 17D 240830-053
Plow Truck Cab & Chassis, Class 6, 26,000 Lb GVWR**

Twenty-Six Thousand (26,000 lb.) GVWR Regular Cab Truck with automatic transmission. Cab and Chassis designed to mount a Dump Body, with Ice and Snow Removal Equipment

1.0 NONCOLLUSION BIDDING CERTIFICATION

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

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

Dated

Printed name of Person Bidding *Ryan Daigle*

[Handwritten Signature]
Authorized Signature

Title *Director of Sales*

2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

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

1. **EQUIPMENT:** 2026 Freightliner M2106

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

All warranty repairs to be completed by authorized dealer

3. **EQUIPMENT INFORMATION:**

YEAR: 2026 EQUIPMENT MAKE: Freightliner

EQUIPMENT MODEL: M2106

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

Outlined in owners manual

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

2 year chassis 3 year transmission - See attached
2 year engine

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

WARRANTY AND SERVICE FACILITIES

- ADDRESS 1: 10 Terminal St Westbrook, ME 04092
- ADDRESS 2: 422 Perry Rd Bangor, ME 04401 or Westbrook
- ADDRESS 3: 10 Terminal St. Westbrook, ME 04092
- ADDRESS 4: 422 Perry Rd Bangor, ME 04401
- ADDRESS 5: 599 Caribou Rd Fort Kent, ME 04743 or 516 North St. Houlton, ME 04730

CONTACT NAME: Mark Stavel TELEPHONE: 207-945-6451

EQUIPMENT PARTS PROVIDER:

ADDRESS:

CONTACT NAME:

TELEPHONE:

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 9/19/24

Signature 

Print Name Ryan Daigle

Company Name Freightliner of Maine, Inc.

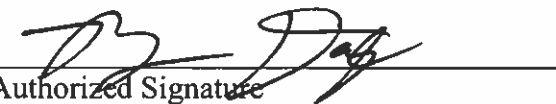
3.0 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated

Printed name of Person Bidding Ryan Daigle

Authorized Signature 

Title Director of Sales

Appendix G

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

Maine DOT TERMS AND CONDITIONS

**RFQ # 17D 240830-053
Plow Truck Cab & Chassis, Class 6, 26,000 Lb GVWR**

Twenty- Six Thousand (26,000 lb.) GVWR 4X2 Heavy Truck Regular Cab

Twenty-Six Thousand (26,000 lb.) GVWR Regular Cab Truck with automatic transmission. Cab and Chassis designed to mount a Dump Body, with Ice and Snow Removal Equipment

A. AGREEMENT

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

B. INDEPENDENT CAPACITY

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

C. STATUS REPORTS

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

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to the Department.

- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

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

D. PAYMENT AND OTHER PROVISIONS

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

E. WARRANTY

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor's obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT's sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer's warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an

outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor's warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

G. SET-OFF RIGHTS

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

H. FORCE MAJEURE

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

I. INDEMNIFICATION

The Vendor shall indemnify and hold harmless MaineDOT 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 Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

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

J. DEFAULT, TERMINATION

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor 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.

K. DELIVERY AND ACCEPTANCE

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

L. RIGHT TO SUSPEND WORK

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

M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the

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

The Parties to this Agreement 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 MaineDOT.

N. CLAIMS AND DISPUTES

General

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

Negotiation with MaineDOT's Fleet Representative

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor 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 resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

O. CONTROLLING LAWS

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor 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 Vendor.

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the 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 Agreement.

Q. 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.

R. NON-WAIVER

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

Name of Company: *Freightliner of Maine, Inc.*

Address: *422 Perry Rd Bangor, ME 04401*

Signature: *[Handwritten Signature]*

Date: *9/19/24*