

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 23031000000000000110	
COMMODITY/SERVICE DESCRIPTION: Backhoe Loaders, HD Industrial, Diesel 4x4	
START DATE: 4/6/2023	END DATE: 3/31/2026

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: Beauregard Equipment INC		
ADDRESS: 59 Contractor Dr.		
CITY: Herman	STATE: ME	ZIP CODE: 04401
PROVIDER'S VENDOR CUSTOMER #: VC1000007906		

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

Department Representative:

Provider Representative:

DocuSigned by:

 066BBD96EE5347F...

Michelle Fournier, Procurement Planning
Manager

Date 5/5/2025

DocuSigned by:

 313284956CAA4D0...

John Beauregard, President

Date 4/30/2025

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 and PROCUREMENT METHOD

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	
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: John Beauregard	
EMAIL: johnb@beauregardequip.com	TELEPHONE: 207-848-2050

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

Master Agreement (MA) procurement method: RFQ 17D 221213-142

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 and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	MaineDOT Certifications (Appendix F, RFQ 17D 221213-142)
<input checked="" type="checkbox"/>	MaineDOT Terms and Conditions (Appendix G, RFQ 17D 221213-142)

RIDER A: SPECIFICATIONS AND USER INFORMATION**TABLE OF CONTENTS**

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I. 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 two (2) one (1) year extension periods.

- ☒ Initial Term
- ☒ First Renewal
- ☐ Second Renewal

II. COMMODITY: Backhoe Loaders, HD Industrial, Diesel 4x4

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.

III. AMENDMENTS TO SPECIFICATIONS

None

IV. SPECIFICATIONS

Appendix B from RFQ 17D 221213-142 is attached after VIII. Ordering Procedures / Delivery Information.

Completeness: The price quoted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the 4X4 Wheeled Integral Backhoe Loader pursuant to these specifications.

Any part or detail which makes the 4X4 Wheeled Integral Backhoe Loader complete and ready for service shall not be omitted, even though such part 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 4X4 Wheeled Integral Backhoe Loader industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all 4X4 Wheeled Integral Backhoe Loader provided by the manufacturer should be interchangeable.

It will also be the responsibility of the vendor and/or Vehicle manufacturer to supply any and all "factory Loader Backhoe option packages" necessary to facilitate the assembly of the Loader Backhoe chassis and the related components supplied by others into a completed and fully functional Loader Backhoe. This would refer to inclusion of but not to be limited to Loader Backhoe hydraulics valving, wiring harnesses, electrical relays, etc. MaineDOT/Fleet Services must approve the "factory Loader Backhoe option packages," prior to purchases or assembly.

So called "Governmental Specification" machines are not acceptable.

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Prices increased 3% to 5% due to documented supplier increases in materials.

VI. CONTRACTED PRICING/RATES

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. AUTHORIZED USERS:

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 NOT permitted to utilize this MA.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

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. The exact addresses will be provided to the vendor at the time the order is placed.

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.

RFQ # 17D 221213-142

Backhoe Loaders, Heavy Duty Industrial, Diesel 4x4 to Create a Master Agreement

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. 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 following abbreviations must be used by interested Bidders:

X	Standard or as specified
N/A	Not Available
DI	Dealer Installed
EQ	Equivalent Bid Specification

1. Engine Requirement:

- X 1.1 Heavy duty 4 cycle 4-cylinder diesel engine with tier IV certification (minimum).
"Bidders shall certify that each wheel loader engine supplied pursuant to this RFQ and contract will meet Tier 4 emission standards certification in accordance to with 40 CFR Part 1039.
- EQ 1.2 Wet sleeve engine preferred.
- X 1.3 A minimum of 95 Net HP per SAE J 1349
- X 1.4 Designed to use #2 Diesel Fuel, Biofuel and 50/50 blend in cold weather operations.
- X 1.5 Exhaust emissions and noise level shall comply with all applicable Federal and State of Maine standards.
- X 1.6 Muffler must not restrict operator's vision to the front, to include 90°-degree elbow.
- X 1.7 Must have 1500-watt, 110-volt engine heater with a spring-loaded receptacle mounted professionally under the left-hand door.

- ☒ 1.8 The engine shall have a cold weather starting aid that operates from the cab. It shall be of the glow plug design (preferred), or manifold heater.
- ☒ 1.9 The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment (if available please note in your responses).
- ☒ 1.10 Turbocharger required.
- ☒ 1.10 Rubber Grill Bumpers

2. Electrical Requirement:

- ☒ 2.1 Heavy duty 12-volt electrical system protected by a resettable fuse or circuit breaker.
- ☒ 2.2 Minimum 145-amp alternator charging system.
- ☒ 2.3 Shall have 12-volt heavy duty direct electrical starting system.
- ☒ 2.4 Halogen headlight with two (2) Seal beams and hi/low beam features.
- ☒ 2.5 Minimum of two (2) Halogen driving/work lights to the front and (4) Halogen work lights to the rear.
- ☒ 2.6 LED stop and taillights.
- ☒ 2.7 LED directional/hazard light, located at Front & Rear as to be readily accessible for routine servicing, inspection, and replacement.
- ☒ 2.8 Electric horn for front and rear controls.
- ☒ 2.9 Backup alarm conforming to SAEJ 994.
- ☒ 2.10 A heavy duty battery located as to be readily accessible for routine servicing, inspection, and replacement.
- ☒ 2.11 Dual battery shall be minimum of 850 CCA each at 10° F
- ☒ 2.12 A manual lockable battery shut off switch (**For Lock-Out Tag Out purpose**) is required. The switch shall be mounted and easily accessible by the operator. The switch shall disconnect all power beyond battery shut off switch from any battery source.
- ☒ 2.13 Front and rear electric windshield wiper and washer, two (2) speed motor to be highest capacity available from OEM. To include intermittent feature on the front wiper motor (minimum).
- ☒ 2.14 Gauges and/or indicators shall be in easy view of the operator.
- ☒ 2.15 Tachometer.
- ☒ 2.16 Electric hour meter (OEM) running engine activated, located in cab that is visible to operator.
- ☒ 2.17 Ammeter or voltage gauge.
- ☒ 2.18 Engine coolant high temperature warning device.
- ☒ 2.19 Engine coolant digital gauge with low level audible warning device.
- ☒ 2.20 Engine oil digital gauge with low pressure audible warning device.
- ☒ 2.21 Transmission oil temperature digital gauge and low-level audible warning device.
- ☒ 2.22 Fuel gauge.
- ☒ 2.23 DEF Fluid gauge.
- ☒ 2.24 Parking brake "ON" indicator light with audible warning.
- ☒ 2.25 All wiring to be adequately secured and protected in loom or similar protection.
- ☒ 2.26 On/off device to control activation of return-to-dig
- ☒ 2.27 On/off device to control activation of height control
- ☒ 2.28 On/off device to control activation of float control
- ☒ 2.29 On/off device to control activation of return-to-travel

X 2.30 On/off device to control activation of de-clutch

3. Cooling System Requirement:

- X 3.1 Heavy duty radiator design and construction for cooling of engine under heavy workload.
- X 3.2 Radiator shall have a protective guard and impact absorbing guard to protect radiator grill from being damage.
- X 3.3 Coolant shall be rated for -40° degrees with extended life antifreeze.
- X 3.4 Heavy duty radiator supports.

4. Transmission Requirement:

- X 4.1 Transmission shall be fully synchromesh, shift on the go.
- X 4.2 Transmission shall have a minimum of 4 forward and 3 reverse gears.
- X 4.3 Transmission shall have an external oil cooler.
- X 4.4 Transmission shall be equipped with a shuttle shift for forward & reverse.
- X 4.5 Synthetic fluid.

5. Hydraulics Requirement:

- X 5.1 Shall have a variable displacement axial piston pump.
- X 5.2 Shall have a minimum main relief pressure of 3450 psi + 50 – 50 psi.
- X 5.3 The minimum loader flow rate shall be 40 gpm at 2,340 psi.
- X 5.4 The minimum backhoe flow rate shall be 40 gpm at 3,100 psi.
- X 5.5 Heavy duty oil cooler.

6. Brakes Requirement:

- X 6.1 Manufacturer's self-adjusting heavy-duty design and construction.
- X 6.2 Brakes shall be hydraulically actuated and have reserve power assist with operator warning.
- X 6.3 Machine shall have independent brakes for each rear wheel.
- X 6.4 Brakes shall have a mechanism for locking independent braking together to act as one.

7. Steering & Front Axle Requirement:

- X 7.1 Steering shall be of heavy-duty design with power assist.
- X 7.2 Front axle shall be able to support any factory approved backhoe mounted accessories and / or counter weight, if necessary, with no reduction in service life of the front axle and related parts.
- X 7.3 Front axle shall have an operator-controlled switch for front wheel / all-wheel drive actuation.
- X 7.4 Front axle shall be equipped with a limited slip differential.
- X 7.5 Axle design shall be constructed in such a way as to prevent axle windup between front and rear axles.

8. Rear Axle Requirement:

- X 8.1 Rear axle shall be designed for extreme service.
- X 8.2 Rear axle shall come equipped with a manual operator controlled differential lock.
- X 8.3 Differential lock shall have push button activation and shift on the go with warning light.
- X 8.4 Minimum acceptable tire and wheel clearance shall be three (3") inches between rear tires.

fenders,

splash deflectors, and stabilizers and /or other structural parts of the tractor and its attachments
or

accessories.

☒ 8.5 Rear axle shall come equipped with fenders and splash deflectors for rear wheels.

9. Tires Requirement:

☒ 9.1 Front and rear tires must be radial and of aggressive tread design.

☒ 9.2 Front and rear tires filled with calcium are not acceptable for any reason.

☒ 9.3 Rear tires shall be 19.5LR24 Michelin XM 27 or approved equal.

☒ 9.4 Front tires shall be 12XR16.5 Michelin XMCL or approved equal.

☒ 9.5 One (1) Spare front and Spare rear tire & wheel, "Mounted" Per Machine

10. Filters Requirement:

☒ 10.1 Air filter shall be of heavy-duty dry type with restriction indicator in cab.

☒ 10.2 Equipped with an air pre cleaner.

☒ 10.3 All liquid filters shall be extreme duty, disposable, spin on type located for ease of access and servicing.

☒ 10.4 Cooling filter (if applicable) shall be equipped with shut off valves for ease of service.

☒ 10.5 Fresh air inlet for cab shall be filtered. Filter location shall be of ease of service.

11. Bucket Loader Requirement:

☒ 11.1 Bucket loader shall be designed and constructed for extreme service.

☒ 11.2 Bucket loader shall have the largest capacity offered by the manufacture, **preferably 1.5 cu. yd.**

☒ 11.3 Bucket arms shall have a lift arm support device for service.

☒ 11.4 Bucket loader control shall be a single lever design with lift, tilt, and auxiliary hydraulics, with a

positive hold, floats, self-leveling and returns to dig.

☒ 11.5 Bucket loader auxiliary hydraulics if needed shall be proportional and controlled by a thumb switch

on the bucket control handle.

☒ 11.6 Bucket shall have a bolt on reversible cutting edge.

☒ 11.7 Bucket shall have three (3) manufactures installed OSHA approved three (3) ton lifting hooks with safety latch, one on either side and one in center top for lifting. The lifting capacity must be stenciled on the machines lifting arms.

12. Backhoe Requirement:

☒ 12.1 Backhoe shall be designed and constructed for extreme use.

☒ 12.2 Backhoe bucket shall be a digging bucket twenty-four (24") inches in width.

☒ 12.3 Backhoe bucket shall have a minimum of five (5) replaceable digging teeth or caps.

☒ 12.4 Stabilized over all width of operation shall a minimum of 9' feet 3" inch, stabilizer pads shall have shock absorber rubber mounted on street pads. **Stabilizers shall design in such a manner that the dipper does not come in contact with stabilizer when digging at full depth while working all the way to right or left side of the machine.**

☒ 12.5 Dipper and/or Bucket must have a manufacture installed; OHSA approved lifting hook or eye.

☒ 12.6 Backhoe bucket shall be fixed main frame type.

13. Loader

☒ 13.1 All performance specifications shall be based on the definitions provided by ASE standard J732 or

most current revision of J732.

☒ 13.2 Lifting capacity at maximum height shall be a minimum of 6,500 Lbs.

☒ 13.2 Breakout force shall be a minimum of 11,000 Lbs.

☒ 13.4 Operating height of bucket at bucket hinge pin fully raised 11' feet 2" inches.

☒ 13.5 Minimum operating weight 17,000 lbs. SAE minimum

14. Backhoe

☒ 14.1 Digging depth shall be a minimum of 17' feet 11" inches with hydraulic extended dipper.

☒ 14.2 Swing arc shall be a minimum of 180° degrees.

☒ 14.3 Digging force with bucket extended shall be a minimum of 13,500 Lbs.

☒ 14.4 Digging force of the dipper cylinder extended shall be a minimum of 6,300 Lbs.

☒ 14.5 Hydraulically extended hoe is acceptable if necessary to meet the digging depth and loading requirements of this specification.

☒ 14.6 Loading height shall be maximum of 12' feet 1" inches with the dipper stick fully retracted.

15. Cab Requirement:

☒ 15.1 Cab shall be fully enclosed all weather pressurized PROFS type.

☒ 15.2 Cab shall meet PROFS stranded SAE J394, J1040C, and ISO 3471 (1980), ROPS standards SAE

J231 and ISO 3449(1984), OSHA and MSHA requirements for Operator sound exposure as defined

in SAE / ANSI J1166 (1985).

☒ 15.3 Mirrors to include one (1) interior mounted convex rear-view mirror and two (2) outside cab mounted

west coast (OEM) style mirrors.

☒ 15.4 Cab shall have the highest output available heater / defroster with air conditioning.

☒ 15.5 Instrument panel and gauges shall be illuminated.

☒ 15.6 Electric engine shutoff operated by ignition switch.

☒ 15.7 Machine shall have both foot and hand throttle controls.

☒ 15.8 Machine shall have both right and left access doors that open to the rear.

☒ 15.9 Quality Am /Fm radio, Bluetooth.

☒ 15.10 Mechanical operator's seat with (6)-way adjustable, high back, deluxe suspension, extra cushion, arm rest and all cloth.

☒ 15.11 Three (3") inch wide retractable orange in color seat belt.

☒ 15.12 Backhoe controls shall be of pilot design, pressure compensated hydraulics for simultaneous multifunction operation.

☒ 15.13 Backhoe auxiliary hydraulics shall be a separate auxiliary oil circuit, proportional and controlled by

a thumb switch or switches on the backhoe control handles.

☒ 15.14 All cab glass shall be tinted.

☒ 15.15 Full rubber floors mat.

- ☒ 15.16 Dome lights.
- ☒ 15.17 Lockable doors.
- ☒ 15.18 Steering column shall be ~~telescopic and~~ tilt.
- ☒ 15.19 Side windows that can be secured when partially opened.
- ☒ 15.20 Three (3)-points of contact for entering and exiting cab.
- ☒ 15.21 Cab mounted two a haft (2 1/2) lbs. fire extinguisher.
- ☒ 15.22 Back up Alarm
- ☒ 15.23 Accessory power plug

16. Warranty Requirement:

- ☒ 16.1 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).
- ☒ 16.2 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) shall be warranted from the date the vehicle is the actual placed in service. MDOT Fleet Services Augusta shall notify the vendor in writing of "in service" date.
- ☒ 16.3 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. O.E.M 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.
- ☒ 16.4 Vendor shall be (100%) reasonable for all repair costs to include parts, labor and machine transportation during the 12-month usual warranty.
- ☒ 16.5 If a machine cannot be repaired within 10 working days, a comparable loaner machine will be furnished to Maine Department of Transportation at no cost during that period.

17. Attachment Options:

Each shall be priced separately from backhoe loader.

- ☒ 17.1 **Option one:** Swinger coupler system that is hydraulic controlled.
 - ☒ a. Swinger coupler system that is designed for rotate the attachment up to a total of 90° degrees.
 - ☒ b. The coupling system shall be designed to allow ease of changing buckets.
 - ☒ c. The swinger coupler system shall be suitable for the capacity of the machine supplied plus reserve.
 - ☒ d. The swinger coupler system shall be easily controlled in the cab by the operator with the use of thumb switch.
- ☒ 17.2 **Option two:** 48-inch trenching/ditching/grading bucket.
 - ☒ a. Trenching bucket shall be equipped with a replaceable cutting edge and reinforced / heavy duty mounting plate if available.
- ☒ 17.3 **Option Three:** 60-inch trenching/ditching/grading bucket
 - ☒ a. Trenching bucket shall be equipped with a replaceable cutting edge and reinforced / heavy duty mounting plate if available.
- ☒ 17.4 **Option Four:** Shall be a 24-inch Jaw type Bucket.

X **17.5 Option Five:** Shall be a quick coupler for 24-inch Jaw Bucket, and the 48-inch Trenching Bucket.

X **17.6 Option Six:** Shaft mounted bucket forks; fork tines shall be ⁴²48 inches long and be constructed of forged steel. The bucket fork attachment shall be rated for the correct backhoe application.

18. Vandalism Protection Requirement:

X 18.1 Backhoe loader shall be supplied with a vandal proof engine compartment, fuel tank and hydraulic tank locks.

X 18.2 Locking panel for compartment(s) are acceptable.

19. Manuals & Software Requirement: (Each item number priced separate)

X 19.1 There shall be 2 operators manuals per unit.

X 19.2 There shall be 15 Shop equipment repair CDs or thumb drives.

X 19.3 There shall be 15 Engine shop manuals CDs or thumb drives.

X 19.4 There shall be 15 Equipment parts manuals CDs or thumb drives

X 19.5 There shall be 15 Engine parts manuals CDs or thumb drives.

X 19.8 On-board diagnostics that require no special tools for transmission and other critical machine functions.

20. Training:

X 20.1 Training for Operation and Maintenance personnel to be provided by the vehicle manufacturer,

to include a minimum of 4 hours of training to take place within five (5) Maine DOT Regions within

the State. This Training may be videotaped by Maine DOT for future use by Maine DOT trainers.

X 20.2 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

the Department of Transportation with written permission for the Maine Department of Transportation to duplicate such at will for in-house usage/training.

X 20.3 Training for the Fleet Services Technicians shall be performed at each Two (2) Maine DOT Fleet

Services maintenance facilities. Technician training shall include but not limited to the following:

troubleshooting and test procedures for Electrical System, Hydraulics, Drive Train, Engine and

Transmission Electronics Training and shall take place on the 11th 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)

<u>Training Requirements</u>	<u># of Hours</u>	<u># of Technicians</u>
Engine	16	Up to 15
Electrical System	16	UP to 15
Transmission	8	UP to 15
Hydraulics	8	UP to 15
Heater / HVAC	8	UP to 15

X 20.4 Any and all training must be performed by a factory certified trainer and not by sales personnel.

X 20.5 Maine Department of Transportation, Fleet Services will require refresher/follow-up training on

Engine, Electrical and Hydraulic systems on the second-year 11th month from the vehicles in-service date.

X 20.6 All manufacture training programs being offered, need to be defined in detail and a written proposal

of what those programs will entail and submitted with bid packet.

Any vendor not adhering to the training schedule will be penalized \$250.00 for each week that passes the 11th month

21. General Requirement:

X 21.1 Machine height and lifting capacity must be stenciled on the machine.

X 21.2 All pinch point shall be clearly marked.

X 21.3 Paint shall be manufacture's standard.

X 21.4 Successful bidder shall provide vehicle line/build sheets.

X 21.5 Equipment must be fully inspected, serviced, fully assembled, and ready to work upon delivery.

X 21.6 If optional counterweight is needed for attachments, it shall be at the manufactures recommendations only.

X 21.9 All hardware installed shall not obstruct any vehicle or equipment lubrication points.

X 21.10 All wiring must be protected by wire loom and be weatherproof, soldered connections and heat

shrink wrap must be used on all wiring.

X 21.11 All wiring and hoses shall be mounted routed and fastened in a professional manner to prevent

chafing, rubbing, etc.

X 21.12 All hardware installed shall not obstruct or interfere with any vehicle component or system.

X 21.13 All safety, warning and instructional decals must be properly displayed and appropriate for application.

X 21.16 Toolbox that shall accommodates tow chain and grease gun. 25"L X 9" W X 9"

X 21.17 Toolbox materials shall be constructed from Stainless Steel, Aluminum or Regular Steel painted.

X 21.18 Equipment offered must comply with applicable Federal and State of Maine laws.

X 21.19 Ground level centralized ganged lube points for grease fittings.

X 21.20 Prewired for 12-volt Strobe Light, to include a factory switch.

- ☒ 21.21 Two (2) sets of keys shall be furnished with each vehicle.
- ☒ 21.22 Vehicle paint code required.
- ☒ 21.23 Upon delivery of unit or units all necessary paperwork such as Certificate of Origin, dealer's certificate and invoices) shall accompany unit and units.

22. General Options:

The following items shall be listed separately, inclusive of bid price. Bids not including this clear information will be deemed not acceptable.

- ☒ 22.1 Extended Engine Warranty (Warranty coverage and time frame must be clearly defined and all components covered must be clearly listed and identified)

22.1 Price 12 Mos / \$894.-

- ☒ 22.2 Extended Warranty Tow packet (Warranty coverage, time frame and additional cost to MDOT must be clearly laid out and described)

22.2 Price N/A

- ☒ 22.3 Vendor is to be (100%) responsible for all transportation costs during standard 12-month warranty period if vehicle is non-drivable.

22.3 Price N/A

- ☒ 22.4 Manufacture Loader Maintenance Program plan (Maintenance coverage and time frame must be clearly defined and all components covered must be clearly listed and identified)

22.4 Price N/A

- ☒ 22.5 Manufacture telematics system. (Telematic program coverage and time frame must be clearly defined and all components covered must be clearly listed and identified)

22.5 Price INCL. 12 MOS.

23. Services Requirement:

- ☒ 23.1 The Maine Department of Transportation'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, the Maine Department of Transportation desires that the vendors will have warranty and service facilities located within 75 miles of each division headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou.

- ☒ 23.2 Vendors must provide a list of bidder service center locations.

- ☒ 23.3 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)

24. Bid Submission Requirement:

X 24.1 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 report of the proposed engine, transmission, rear end combination which is being offered must be provided with bid returns.
- Manufactures web-based Service Information site.
- Failure to supply the required documentation may render the bid non-responsive.
-

Wain-Roy System OPTIONAL ITEMS

PRICES

17.1 Option One	<u>4846.-</u>
17.2 Option Two	<u>2115.-</u>
17.3 Option Three	<u>2522.-</u>
17.4 Option Four	<u>9671.-</u>
17.5 Option Five	<u>3872.-</u>
17.6 Option Six	<u>3077.-</u>

Hydraulic Tilting System OPTIONAL ITEMS

PRICES

17.7 Option One	<u>6890.-</u>
17.8 Option Two	<u>9648.-</u>
17.9 Option Three	<u>10553.-</u>
17.10 Option Four	<u>11684.-</u>
17.11 Option Five	<u>3872.-</u>
17.12 Option Six	<u>3077.-</u>

Swinger coupler system shall be Wain-Roy Heavy Duty XTL, Shimmed Type, and Hydraulic Tilting Grade Bucket System or Approved Equal

Price out both Wain-Roy Heavy Duty XTL and Hydraulic Tilting Grade Bucket System if it can be supplied.

Prior to any vehicles being accepted by, and any partial payment being made by The Maine Department of Transportation/Fleet Services, all vehicles will be inspected for compliance to these technical specifications. The inspections will be performed by Maine DOT/Fleet Services or their designated representative.

(Refer to BID SUBMISSION REQUIREMENTS in RFQ Instructions to Bidders)

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



CNH Industrial America LLC
and CNH Industrial Canada, Ltd.

WARRANTY AND LIMITATION OF LIABILITY AGREEMENT LIGHT - CASE CONSTRUCTION EQUIPMENT

The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer is expected to review the warranty coverage with the initial retail purchaser and obtain his/her signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case" for the Case Construction Brand. This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

CASE LIGHT PRODUCT	BASE WARRANTY	EXTENDED WARRANTY	NOTES
SKIDSTEER / COMPACT TRACK LOADERS Case Engines (Warranty through Case)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs 24 Mo. / 2000 Hrs	Notes 3, 4
LOADER BACKHOES Case Engines, Torque Converter, Transmission, Drive Shafts & Drive Axles	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 1, 3
TRACTOR LOADERS / FORKLIFTS Case Engines, Torque Converter, Transmission, Drive Shafts & Drive Axles	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Notes 1, 3
COMPACT EXCAVATORS CX-B Series Yanmar Engines (Warranty through Case)	12 Mo. / 1000 Hrs	12 Mo. / 1000 Hrs	Notes 2, 3
COMPACT EXCAVATORS CX-C Series Yanmar / Kubota Engines (Warranty through Case)	24 Mo. / 3000 Hrs	24 Mo. / 3000 Hrs	Notes 2, 3
Mid-sized Compact Excavators – CX75/CX80 CX-C Series Isuzu Engines (Warranty through Case)	12 Mo. / 1800 Hrs	24 Mo. / 2000 hrs	Notes 2, 3
COMPACT WHEEL LOADERS Case Engines (Warranty through Case)	12 Mo. / Unlimited Hrs	24 Mo. / 2000 Hrs	Note 3

- 1) Torque converter, transmission, drive shafts, & drive axles are covered for 24 months / 2000 hours.
- 2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments
- 3) Engine warranty coverage is provided through Case.
- 4) Second year machine warranty coverage after base warranty expires

Operator's Manual / Warranty Receipt Verification

- YES ☐ / NO ☐ The selling dealer has reviewed the correct operator's manual with me and will provide the operator's manual upon delivery of the product.
- YES ☐ / NO ☐ The selling dealer has explained safety precautions to me.
- YES ☐ / NO ☐ The selling dealer has explained the warranty terms and coverage to me.
- YES ☐ / NO ☐ The selling dealer has explained Purchased Protection Plan options for additional coverage on select components.
- YES ☐ / NO ☐ Customer acknowledges that CNH Industrial America LLC/CNH Industrial Canada Ltd. may access and use diagnostic and telematics vehicle data for appropriate business purposes.

Model:	Serial Number:	Hours:	Ops man. Number:
Model:	Serial Number:	Hours:	Ops man. Number:
Model:	Serial Number:	Hours:	Ops man. Number:
Retail DATE:		Usage:	
Purchaser Name (please print):		Dealer Name:	
Address:		Address:	
City / State:		City / State:	
Zip code:		Zip code:	
Phone Number:		Phone Number:	

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature _____ Date _____

Dealer Signature _____ Date _____

See page 2 for important limitations and exclusions

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is modified or used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.

Owner's Responsibility

The Case warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repair.

What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e., outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a product improvement program or units classified as heavy and/or compaction products.
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use on non-CNH Industrial parts, implements, or attachments, including but not limited to performance changing (i.e., increasing horsepower or other modifications) and/or emissions defeating modifications.
- Removal, replacement, or installation of non-CNH Industrial optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, crop damages, equipment rental, contract delay, project expenses, or other expenses or damages.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools.
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit.
- Cost associated with cleaning of machine in preparation for servicing.

The signed WLL can be scanned and emailed as an attachment to NA-WLL-AGREEMENT@CNHIND.COM or can be mailed to:

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 1700 New Holland, PA 17557
USA Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 500 Diller Ave., New Holland, PA 17557
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates.

RIDER B: TERMS and CONDITIONS

1. **DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "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 State, Federal, or other sources of 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 State or Federal legislative, executive or judicial bodies, 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](#).

- 21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure Rider C is not checked in the Table of Riders section.


RIDER D: RESPONSIBLE BIDDER 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: John Beauregard	Title: President
Authorized Signature:  313284956CAA4D0...	Date: 4/30/2025

Appendix F

RFQ # 17D 221213-142
Backhoe Loaders, Heavy Duty Industrial, Diesel 4x4 to Create a
Master Agreement

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

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

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

Name of Company: Beauregard Equipment, Inc

Printed Name of Authorized Signor: John Beauregard

Title: President

Signature: 

Date: 1/6/2023

Title

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: CASE 580SN

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

3. EQUIPMENT INFORMATION:

YEAR: 23 EQUIPMENT MAKE: CASE

EQUIPMENT MODEL: 580SN

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED Included w/ operators manual

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

Included w/ Bid

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

Beauregard Locations:

ADDRESS 1: Scarborough

ADDRESS 2: Bangor

ADDRESS 3: Presque Isle

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: John Beauregard TELEPHONE: 207-283-8370

EQUIPMENT PARTS PROVIDER: SAME

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.

Name of Company: Beauregard Equipment Inc

Printed Name of Authorized Signor: John Beauregard

Title: President

Signature: [Signature]

Date: 1-6-2023

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.

Name of Company: Beauregard Equipment Inc

Printed Name of Authorized Signor: John Beauregard

Title: President

Signature: [Signature]

Date: 1-6-2023

Appendix G

RFQ # 17D 221213-142
Backhoe Loaders, Heavy Duty Industrial, Diesel 4x4 to Create a
Master Agreement

MaineDOT TERMS AND CONDITIONS

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 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 two hundred dollars (\$200.00) 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

- a. 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.

- b. 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.
- c. 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's 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).
- d. 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.
- e. 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: Beauregard Equipment, Inc

Printed Name of Authorized Signor: John Beauregard

Title: President

Signature: 

Date: 1/6/2023