



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 2311270000000000059

COMMODITY/SERVICE DESCRIPTION: Platform (Rack) Body, 9ft 3in & 12ft

START DATE: 12/18/2023

END DATE: 11/30/2027

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., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta STATE: ME ZIP CODE: 04333-009

PROVIDER

PROVIDER NAME: Hews Company, LLC

ADDRESS: 190 Rumery Street

CITY: South Portland STATE: ME ZIP CODE: 04106

PROVIDER'S VENDOR CUSTOMER #: VS0000000040

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

Department Representative:

Provider Representative:

Signed by:

A handwritten signature in black ink that reads "Michelle Knox".

D52E75DF01AD4C1...

Michelle Knox, Senior Procurement Manager

Date 12/29/2025

Signed by:

A handwritten signature in black ink that reads "James Hews".

C0657B1C1DDE4F6...

James Hews, Chief Operating Officer

Date 12/29/2025

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: Dave Gain	
EMAIL: dgain@hewsco.com	TELEPHONE: 207-767-2136

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 231018-100

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

RIDER A: SPECIFICATIONS AND USER INFORMATION

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- V. AMENDMENT/EXTENSION PRICING/RATE CHANGES
- VI. CONTRACTED PRICING/RATES
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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

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

II. COMMODITY: Platform (Rack) Body, 9ft 3in & 12ft

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. SPECIFICATIONS

Appendix B from RFQ 17D 231018-100 is located after VIII/ Ordering Procedures / Delivery Information

Intent: The purpose and intent of this specification is to describe a minimum 9'3" Platform Body with fixed bulkhead and removable stake sides. Specifications include four options to be priced separately.

- Option 1 - lift gate with a minimum of 1,600 lbs. capacity
- Option 2 - pull-down step that can be stored in place when not in use
- Option 3 - Hinged Swing Gate Kit
- Option 4 - Swing Gate With Stationary Corner Post
- Option 5 – Hydraulic body hoist with a minimum 6-ton capacity

- Option 6 - Body side and rear racks priced individually.
- Option 7 - Installation cost

Bodies will be mounted on a latest model year Ford F-350 with 60" CA dimension, 14,000 lb. GVW rating, dual rear wheels, gas or diesel engine and automatic transmission. Individual stake bodies may be purchased separately or with any combination of listed options. Individual options may be ordered to be installed on platform bodies already in service.

Specifications: 12 FOOT PLATFORM BODY

Intent: The purpose and intent of this specification is to describe an approximately 12' Platform Body with fixed bulkhead and removable stake sides. Specifications include four options to be priced separately.

- Option 1 - lift gate with a minimum of 1,600 lbs. capacity
- Option 2 - pull-down step that can be stored in place when not in use
- Option 3 - Hinged Swing Gate Kit
- Option 4 - Swing Gate With Stationary Corner Post
- Option 5 - Hydraulic body hoist with a minimum 6-ton capacity
- Option 6 - Body side and rear racks priced individually.
- Option 7 - Installation cost

Bodies will be mounted on a latest model year Ford F-350, 14,000 lb. GVW or F550, 19,500 GVW rating with an 84" CA dimension, dual rear wheels, gas or diesel engine and automatic transmission. Individual stake bodies may be purchased separately or with any combination of listed options. Individual options may be ordered to be installed on platform bodies already in service.

Completeness: The contracted prices includes all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the 9ft 3in & 12ft Platform/Rack Bodies.

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 platform/rack body industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all platform/rack body provided by the manufacturer should be interchangeable.

IV. AMENDMENTS TO SPECIFICATIONS

None

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Prices increased between 8% and 18% due to documented supplier increases in labor and materials. First

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 permitted to utilize this MA as written.

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.

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 Scarborough, Augusta, Dixfield, Bangor and Oakfield. 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.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

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

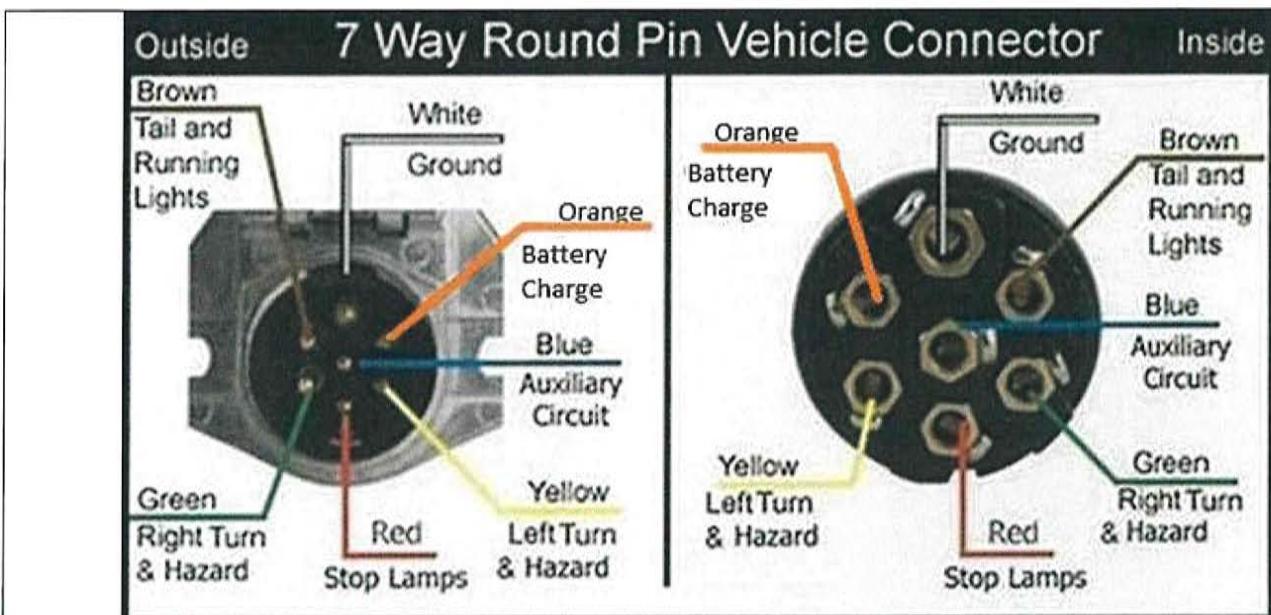
If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and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

The following abbreviations must be used:

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

	1.0 CONSTRUCTION	Abbreviation	Actual Dimension	Notes
1.1	End rails and side rails shall be a minimum 5 $\frac{5}{8}$ " 11 ga. Roll formed high strength steel or channel.	N/A	5.75" / 12 ga	
1.2	Crossmembers shall be a minimum of 4-inch 10ga. Formed high strength "C" channel.	X		
1.3	Crossmember spacing shall be a maximum of every twenty-four 24 inches.	X	12" O/C	Exceeds
1.4	Gussets shall be front and rear rails along with every other crossmember.	N/A		(1) Every other crossmember
1.5	Long sills shall be a minimum of 5-inch 10ga. formed channel and installed with a	X		Exceeds - Structural Channel

	minimum of 34-inch spacing, minimum length shall be 112".			
1.6	Flooring shall be 2-inch x 6-inch ship lap or tongue and groove treated dense pine.	EQ	1.5" x 4.75"	#1 Douglas Fir
1.7	Lights shall be LED and recessed mounted in shock-resistant rubber grommets and loom protected wires.	X		
1.8	Stake pockets shall be a minimum of 1.5-inch x 3.50 inch reinforced on 24-inch centers.	X	2" x 4"	Exceeds
1.9	Stake racks shall be a minimum of 42 inches high.	X		
1.10	Stakes shall be made from a minimum of 11ga. galvanneal steel.	N/A	14 ga	
1.11	Slats shall be made from a minimum of 14ga. steel and roll formed.	N/A	16 ga	
1.12	Attaching hardware shall be spring loaded, anti-rattle, heavy duty hardware.	X		
1.13	Bulkhead shall be rectangular drop in 42 inches high and 96 inches wide with Hole Punched or Mesh center window.	X		
1.14	Bulkhead shall have minimum 12" reinforced Cab Plate to support accessories such as Ladders and Emergency Lights - 12" footprint, flat on top.	X		
1.15	Bulkhead shall be welded or bolted in place to the front rub rail. (Bolt heads shall be facing in the body.)	X		
1.16	Hitch shall be a class V, rated up to 17,000 lbs. gross trailer weight, (Buyers # 1809055) with 7-prong Round pin trailer plug-in (See Wire Diagram). RV plugs will not be accepted.	X		



1.17	Taillight mounting brackets shall be bolted on, not welded .	X	
1.18	All components shall be E-Coat priming and corrosion protection.	X	
1.19	All terminals, ground and power shall have anti corrosion spray.	X	
1.20	Fuel and DEF fill hose shall be fully supported to prevent sagging or crimping of the hoses. Hose camp required to hold hoses in place on both ends. (Wire ties are not acceptable)	X	
1.21	No wiring shall run through the stake pockets or an area where it can be pinched.	X	
1.22	All exterior trailer wiring shall be professionally installed and run in suitable weather resistant loom or conduit (professionally secured).	X	
1.23	All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weather-proof automotive type shrink tubing, Scotch	X	

	lock type (wire piercing) connectors are not acceptable in any application.			
1.24	Hitch shall use a 2" square receiving opening.	X		
1.25	Hitch shall attach to the vehicle frame only. Need to follow Buyers hitch installation guidelines.	X		
	2.0 WARRANTY	Abbreviation	Actual Dimension	Notes
2.1	Manufacturer's standard warranty will apply.	X		
2.2	Terms and conditions of warranty must be provided with bid proposal.	X		
2.3	Manufacturer's warranty will start with the in-service date.	X		
	3.0 GENERAL	Abbreviation	Actual Dimension	Notes
3.1	Bid price of body shall include mounting and all hardware to install on latest model Ford F350 with a 60-inch CA with dual wheels and delivery to MaineDOT Fleet Services at 66 Industrial Drive, Augusta, ME.	X		
3.2	Body and all components shall be black in color.	X		
3.3	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	X		
3.4	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, specification sheet, etc. and to certify that they have service facilities in Maine, staffed with	X		

	trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.			
3.5	Body must comply with the Department of Transportation Federal Motor Vehicle Safety Standards and Department of Labor Occupational Safety and Health Standards. Lighting equipment shall meet FMVSS # 108.	X		
3.6	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such, it shall be considered that the vendor will comply with all specifications as listed.	X		
3.7	Backup alarm conforming to SAEJ 994 and OHSA requirements.	X		

OPTIONS

	4.0 OPTION 1 – ALUMINUM LIFT GATE	Abbreviation	Actual Dimension	Notes
4.1	Lift gate shall have a minimum capacity of 1,600 Lbs.	X		
4.2	Lift gate shall be a minimum of 87 inches wide and 35 inches in height.	X		
4.3	Lift gate shall have torque assist system in tailgate to assist in manually closing.	X		
4.4	Lift gate shall include safety latch for transit.	X		
4.5	Lift gate shall have dual lifting cylinders, chrome rods and adjustable clevis.	X		
4.6	Lift gate shall meet TMC electrical requirements.	X		
4.7	Power source for controlling the movement of the lift gate shall be a 12-volt self-	X		

	contained hydraulic pump with resettable breakers neatly installed.			
4.8	Lift gate shall conform to fit rack body specifications above (both dumping & non-dumping).	X		
	5.0 STEP	Abbreviation	Actual Dimension	Notes
5.1	Step shall be a pull-out and flip-down type with a minimum weight capacity of 350 Lbs.	X		
5.2	Step shall have a minimum of two (2) rungs spaced no more than 12 inches apart.	X		
5.3	Step shall be a minimum of 11 inches in width.	X		
5.4	Step shall be stored within or under the body frame and have a mechanism to prevent losses of step while the vehicle is in motion.	X		
5.5	Step shall have a grip surface to provide for maximum traction.	X		
5.6	Ladder will be located at the right rear corner of the body facing the rear. Ladder to be secured when not in uses.	X		
	6.0 SWING GATE	Abbreviation	Actual Dimension	Notes
6.1	Swing Gate shall attached be galvanized <u>solid</u> steel corner posts; rear swing gates with a heavy-duty bolt-on greaseable hinge assemblies.	N/A		Rear corner post steel tube, not galvanized
6.2	Swing Gate rear swing gates with a heavy-duty bolt-on hinge assembly.	X		Hews custom fabricated 4 x 2 x 1/4 square steel tube
	7.0 BODY HYDRAULIC HOIST	Abbreviation	Actual Dimension	Notes
7.1	Hydraulic hoist shall have a minimum 6-ton capacity with integral safety prop.	X		

7.2	Power source for controlling the movement of the hydraulic hoist dump shall be a 12-volt self-contained hydraulic pump with resettable breakers neatly installed.	X		
7.3	Dump/Hoist assembly shall be of lowest type mounting available but should not preclude a sub frame if necessary.	X		
7.4	Body support, permanently attached, capable of being locked in place or a stop to hold body support in the up position.	X		
7.5	Power up and down.	X		
7.6	Body longitudinal must not be cut to accommodate the hoist assembly.	X		

BODY PRICE (information required)

Body Make & Model Number: Reading H9W Platform Wood Floor

~~XXXXXX~~

INSTALLED OPTIONS (additional costs)

	Installed Option	Model	Price	Notes
8.1	Lift Gate System	Maxon C2-92-1650		
8.2	Step System	Unique Pull Out Step		
8.3	Swing Gate	Swing-Out Rear Rack Kit		
8.4	Swing Gate With Stationary Corner Post	Hews Swing Gate Conversion		
8.5	Hydraulic Hoist	RTB-4016-09		
8.6	Body Side Racks and Rear Racks Priced Individually			
8.7	Labor to install complete body, bumper, hitch and delivery			

Specifications: 12 FOOT PLATFORM BODY

Intent: The purpose and intent of this specification is to describe an approximately 12' Platform Body with fixed bulkhead and removable stake sides. Specifications include four options to be priced separately.

- Option 1 - lift gate with a minimum of 1,600 lbs. capacity
- Option 2 - pull-down step that can be stored in place when not in use
- Option 3 - Hinged Swing Gate Kit
- Option 4 - Swing Gate With Stationary Corner Post
- Option 5 - Hydraulic body hoist with a minimum 6-ton capacity
- Option 6 - Body side and rear racks priced individually.
- Option 7 - Installation cost

Bodies will be mounted on a latest model year Ford F-350,14,000 lb. GVW or F550, 19,500 GVW rating with an 84" CA dimension, dual rear wheels, gas or diesel engine and automatic transmission. Individual stake bodies may be purchased separately or with any combination of listed options. Individual options may be ordered to be installed on platform bodies already in service.

The following abbreviations must be used:

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

	2.0 CONSTRUCTION	Abbreviation	Actual Dimension	Notes
1.1	End rails and side rails shall be a minimum 5 $\frac{1}{8}$ " 11 ga. Roll formed high strength steel or channel.	N/A	5.75" 12 ga	
1.2	Crossmembers shall be a minimum of 4-inch 10ga. Formed high strength "C" channel.	X		
1.3	Crossmember spacing shall be a maximum of every twenty-four 24 inches.	X	12" O/C	Exceeds
1.4	Gussets shall be front and rear rails along with every other crossmember.	N/A		(1) Every other crossmember
1.5	Long sills shall be a minimum of 5-inch 10ga. formed channel and install with a minimum of 34-inch spacing, minimum length shall be 147".	X		Exceeds - Structural Channel
1.6	Flooring shall be 2-inch x 6-inch tongue and groove treated dense yellow pine.	EQ	1.5" x 4.75"	#1 Douglas Fir
1.7	Lights shall be LED and recessed mounted in shock resistant rubber grommets and loom protected wires.	X		
1.8	Stake pockets shall be minimum 1.5-inch x 3.50 inch reinforced on 24-inch centers.	X	2" x 4"	Exceeds

1.9	Stake racks shall be a minimum of 42 inches high.	X		
1.10	Stakes shall be made from a minimum of 11ga. galvanneal steel or hot rolled.	N/A	14 ga	
1.11	Slats shall be made from a minimum of 14ga. Steel roll formed or hot rolled.	N/A	16 ga	
1.12	Attaching hardware shall be anti-rattle, heavy-duty latching hardware.	X		
1.13	Bulkhead shall be rectangular drop in 42 inches high and 96 inches wide with Hole Punched or Mesh center window.	X		
1.14	Bulkhead shall have minimum 12" reinforced Cab Plate to support accessories such as ladders and Emergency Lights – 12" footprint, flat on top.	X		
1.15	Bulkhead shall be bolted in place to the front rub rail. (Bolt heads shall be facing in the body.)	X		
1.16	Hitch shall be a class V, rated up to 17,000 lbs. gross trailer weight, (Buyers # 1809055) with 7-prong Round pin trailer plug-in (See Wire Diagram). RV plugs will not be accepted.	X		

1.17	Taillight mounting brackets shall be bolted on, not welded .
1.18	All components shall be E-Coat priming and corrosion protection.
1.19	All terminals, ground and power shall have anti corrosion spray.
1.20	Fuel and DEF fill hose shall be fully supported to prevent sagging or crimping of the hoses. Hose camp required to hold hoses in place on both ends. (Wire ties are not acceptable)
1.21	No wiring shall run through the stake pockets or an area where it can be pinched.
1.22	All exterior trailer wiring shall be professionally installed and run in suitable weather resistant loom or conduit (professionally secured).
1.23	All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weather-proof automotive type shrink tubing, Scotch

	lock type (wire piercing) connectors are not acceptable in any application.			
1.24	Hitch shall use a 2" square receiving opening.	X		
1.25	Hitch shall attach to the vehicle frame only. Need to follow Buyers hitch installation guidelines.	X		
	3.0 WARRANTY	Abbreviation	Actual Dimension	Notes
2.1	Manufacturer's standard warranty will apply.	X		
2.2	Terms and conditions of warranty must be provided with bid proposal.	X		
2.3	Manufacturer's warranty will start with the in-service date	X		
	4.0 GENERAL	Abbreviation	Actual Dimension	Notes
3.1	Bid price of body shall include mounting and all hardware to install on latest model Ford F350 or F550 with a 84-inch CA with dual wheels and delivery to MaineDOT Fleet Services in 66 Industrial Drive Augusta, ME 04330.	X		
3.2	Body and all components shall be black in color.	X		
3.3	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	X		
3.4	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, specification sheet, etc. and to certify that they have service facilities in Maine, staffed with	X		

	trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. Maine DOT reserves the right to reject any and all bids.			
3.5	Body must comply with the Department of Transportation Federal Motor Vehicle Safety Standards and Department of Labor Occupational Safety and Health Standards. Lighting equipment shall meet FMVSS # 108.	X		
3.6	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X		
3.7	Backup alarm conforming to SAEJ 994 and OHSA requirements.	X		
5.0 OPTION 1 - LIFT GATE		Abbreviation	Actual Dimension	Notes
4.1	Lift gate shall have a minimum capacity of 1,600 lbs.	X		
4.2	Lift gate shall be a minimum of 87 inches wide and 35 inches in height.	X		
4.3	Lift gate shall have torque assist system in tailgate to assist in manually closing.	X		
4.4	Lift gate shall include safety latch for transit.	X		
4.5	Lift gate shall have dual lifting cylinders, chrome rods and adjustable clevis.	X		
4.6	Lift gate shall meet TMC electrical requirements.	X		
4.7	Power source for controlling the movement of the lift gate shall be a 12-volt self-	X		

	contained hydraulic pump with resettable breakers neatly installed.			
4.8	Lift gate shall conform to fit rack body specifications above (both dumping & non-dumping).	X		
	6.0 OPTION 2 - STEP	Abbreviation	Actual Dimension	Notes
5.1	Step shall be a pull out and flip down type with a minimum weight capacity of 350 lbs.	X		
5.2	Step shall have a minimum of two (2) rungs spaced no more than 12 inches apart.	X		
5.3	Step shall be a minimum of 11 inches in width.	X		
5.4	Step shall be stored within or under the body frame and have a mechanism to prevent losses of step while the vehicle is in motion.	X		
5.5	Step shall have a grip surface to provide for maximum traction.	X		
5.6	Ladder will be located at the right rear corner of the body facing the rear. Ladder to be secured when not in uses.	X		
	7.0 OPTION 3 – SWING GATE	Abbreviation	Actual Dimension	Notes
6.1	Swing Gate shall attached be galvanized <u>solid</u> steel corner posts; rear swing gates with a heavy-duty bolt-on greaseable hinge assemblies.	N/A		Rear corner post steel tube, not galvanized
6.2	Swing Gate rear swing gates with a heavy-duty bolt-on hinge assembly.	X		Hews custom fabricated 4 x 2 x 1/4 square steel tube
	8.0 OPTION 4 – BODY HYDRAULIC HOIST	Abbreviation	Actual Dimension	Notes
7.1	Hydraulic hoist shall have a minimum 6-ton capacity with integral safety prop.	X		

7.2	Power source for controlling the movement of the hydraulic hoist dump shall be a 12-volt self-contained hydraulic pump with resettable breakers neatly installed.	X		
7.3	Dump/Hoist assembly shall be of lowest type mounting available but should not preclude a sub frame if necessary.	X		
7.4	Body support, permanently attached, capable of being locked in place or a stop to hold body support in the up position.	X		
7.5	Power up and down.	X		
7.6	Body longitudinal must not be cut to accommodate the hoist assembly.	X		

BODY PRICE (information required)

Body Make & Model Number: Reading H12W Platform Wood Floor

XXXXXX

9.0 INSTALLED OPTIONS (additional costs)

	Installed Option	Model	Price	Notes
8.1	Lift Gate System	Maxon C2-02-1650	XXXXXX	
8.2	Step System	Unique Pull Out Step	\$	
8.3	Swing Gate	Swing-Out Rear Rack Kit		
8.4	Swing Gate With Stationary Corner Post	Hews Swing Gate Conversion		
8.5	Hydraulic Hoist	RTB-11' 4016B		
8.6	Body Side Racks and Rear Racks Priced Individually			
8.7	Labor to install complete body, bumper, hitch and delivered			

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 \(3\);](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

None

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: James Hews	Title: CEO
Authorized Signature: Date: <div style="border: 1px solid blue; padding: 5px; margin-bottom: 5px;">  C0657B1C1DDE4F6... </div> 12/29/2025	