



ADVANTAGE CONTRACT #: 18P 25032800000000000094	
COMMODITY/SERVICE DESCRIPTION: Purchase & installation Single Axle unit Class 6 Plow Gear	
START DATE: 4/8/2025	END DATE: 2/28/2026

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 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Stewart Sevey dba Allied Equipment, LLC		
ADDRESS: PO Box 455		
CITY: Hartland	STATE: ME	ZIP CODE: 04943
PROVIDER'S VENDOR CUSTOMER #: VS0000021710		

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 4/7/2025

DocuSigned by:  
  
 975E37AE8A18471...

Stewart Sevey, President

Date 4/7/2025

*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: <a href="mailto:wje.allen@maine.gov">wje.allen@maine.gov</a>	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: Stewart Sevey	
EMAIL: <a href="mailto:stewart@alliedequipsales.com">stewart@alliedequipsales.com</a>	TELEPHONE: 833-255-4331

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 2501130-148

<b>TABLE OF RIDERS</b>
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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 Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	MaineDOT Terms and Conditions – Appendix E from RFQ

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

- I. CONTRACT PERIOD
- II. COMMODITY
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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 four (4) one (1) year extension periods.

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

**II. COMMODITY:** Purchase & installation Single Axle unit Class 6 Plow Gear

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**

Not applicable

**IV. SPECIFICATIONS****COMPLETENESS**

The price quoted includes all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the contracted items pursuant to these specifications.

Any part or detail which makes the Single Axle Combination Dump Spreader 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 service industry. All parts shall be new and in no case, will be used, reconditioned or obsolete parts will be accepted.

**Appendix B Specifications** completed by vendor from RFQ 17D 2501130-148, product literature and warranty information can be located after VIII Ordering Procedures / Delivery Information.

## **V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

Not applicable

## **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.

## **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:** All units ordered by MaineDOT will be delivered to 66 Industrial Drive, Augusta, Maine. Orders from other State of Maine Agencies will have other delivery addresses which will be provided at the time of order.

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

# Specifications

## 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.**

It is understood that all specifications are minimums. Equivalent bid specifications may be considered. To have an “Equivalent Bid Specification” evaluated, the bidder must provide specifications and details for all specifications bid as “Equivalent Bid Specification.” Bids missing this information may be rejected.

The following abbreviations must be used:

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

	(Snowplow) 1.0-A Moldboard	Abbreviation	Actual Dimension	Notes
1.1-A	The moldboard shall be heavy duty torsion trip edge design type Snowplow with level lift without additional mechanical mechanism.	X		
1.2-A	Moldboard will be an integral shield with trip edge.	X		

	a. Cutting edge length to be 11'. b. Height to be 42". c. 36" side plastic markers mounted to plow top.			
<b>1.3-A</b>	The moldboard shall be reinforced at the top with a 3-1/2" x 2-1/2" x 3/8" with holes to allow moisture to escape with poly 36" markers.	<b>X</b>		
<b>1.4-A</b>	10 GA. 304 stainless steel rolled moldboard with eight (8) 1/2" x 3-1/2" ribs for extra strength and rigidity.	<b>X</b>		
<b>1.5-A</b>	All welds must be continuous (skip welds not acceptable).	<b>X</b>		
<b>1.6-A</b>	Bottom angle must be 4"x 4" x 3/4" with an additional 4" x 3" x 1/2" trip edge angle.	<b>X</b>		
<b>1.7-A</b>	Top moldboard angle must be constructed of 3" x 2"	<b>X</b>		
<b>1.8-A</b>	Two horizontal structural angle braces 1/4' x 3" x 3" added for rigidity.	<b>X</b>		
<b>1.9-A</b>	Attack angle of moldboard shall have adjustments of 5, 10, and 20 degrees.	<b>X</b>		
<b>1.10-A</b>	Full length of top rail of moldboard shall be mounted with a steel mounting strip holding the 12" rubber deflector using stainless steel bolts and nuts.	<b>X</b>		
	<b>1.0-B CUTTING EDGE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-B</b>	The cutting edge shall be of abrasion resistant steel C1090 or equal with a brinell hardness of 250 minimum and 325 maximums. It shall be 3/4" thick x 6" wide. Three (3) sections with each section top punched AASHO standard punched and be easily replaceable.	<b>X</b>		
	<b>1.0-C TRIPPING MECHANISM:</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>1.1-C</b>	Adjustable torsional one-piece cutting-edge trip. From bottom of new 6" cutting edge to top trip edge is no less than 12.75".	<b>x</b>		
<b>1.2-C</b>	Springs must have a zero-insertion force for increased safety while servicing. No Exceptions.	<b>x</b>		
<b>1.3-C</b>	Bottom moldboard angle must be 4" x 3" x 1/2". Fully welded to bottom edge of moldboard.	<b>x</b>		
<b>1.4-C</b>	4" x 4" x 3/4" backer angle with (6) 3/4" trip ears welded to angle.	<b>x</b>		
<b>1.5-C</b>	Full length trip edge pivot tube must be constructed of schedule 80, 1.50" OD black pipe. End of each plow cutting edge is to include a 4.5" OD x 1.5" thick round bumper guard.	<b>x</b>		
<b>1.6-C</b>	Cutting edge tripping must be controlled by (5) torsion springs. Springs constructed of a minimum of .75 square bar with 14 active coils. Minimum spring dimensions shall be 3.75OD x 2.25ID x 11.75. Springs must be produced to meet Rockwell C hardness. Hardness shall be produced from oil quenching with a minimum temperature of 1550°F. Spring preload shall be a minimum of 35°. Springs shall have a trip load capability of 8228 INCH-LBS. Typical Spring material composition shall Carbon=.40, Manganese=.70, Phosphorous=.020, sulfur=.020, silicon=.25, chromium=.80, Nickel=1.75, Molybdenum=.25.	<b>x</b>		
<b>1.7-C</b>	Three (3) position adjustment on each individual torsion spring on the trip assembly to allow adjustment in various settings for road conditions.	<b>x</b>		
	<b>1.0-D PUSH TUBE ASSEMBLY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-D</b>	Push tube to be constructed of 4" x 4" x .38 square tube, 119.5" in length. Each end of the push tube shall be capped with a 10ga 3.25" x 3.25" plate.	<b>x</b>		

<b>1.2-D</b>	The reversing frame assembly shall include a lower tube made from 6x4x.50" square steel tubing, full length, and an upper tube of 5x2x.25" rectangular steel.	<b>x</b>		
<b>1.3-D</b>	There shall be (4) fully welded vertical supports joining the outer ends of the upper tube to the lower tube: (2) end supports measuring 24.1" x 10.5" x .50" thick, and (2) inner supports measuring 21.5" x 9.5" x .50" thick. The end supports and inner supports shall be joined by fully welded square tubes measuring 3.5 sq x .38" x 6" long. At the center of the reversing frame, there shall be a center swivel structure, with a main plate measuring 8" x 32" x .75" thick, attached to the reversing frame by (2) fully welded supports measuring 3.5" x 31" x .50" thick, a .38" thick upper end cap, and (2) 4x4x.50" triangular gussets.	<b>x</b>		
<b>1.4-D</b>	There shall be (2) rollers attached to the reversing frame Assembly between the end supports and inner supports. These rollers shall serve as reversing stops, contacting the plow portion flat plate hitch when the plow is fully reversed. The rollers shall be made of round steel tubing, 3" OD x 2.03" ID x 5.88" long. Each roller shall rotate on a pin assembly, which includes a 2" diameter cold-finished steel pin and a fully welded head measuring 6.09 x 3.88 thick. The pin shall include an integral grease fitting in one 3.89 end, with drilled.	<b>x</b>		
<b>1.5-D</b>	Each inner tube shall be made of 1.5" Sch. 80 black pipe, 42" long, with a total of (7) adjustment holes. Each parking stand assembly shall include a welded foot made of C3 x 5# channel, 10" long, braced with a 3x3x.38" triangular gusset. The parking stands shall allow for height adjustment in 1" increments.	<b>x</b>		
	<b>1.0-E SWIVEL ASSEMBLY:</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-E</b>	The swivel assembly shall attach the upper and lower arm assemblies to the push frame, in	<b>x</b>		

	<p>conjunction with the center pivot shaft. The swivel assembly shall include a 7.5" x 31" x .75" thick main plate, stiffened by two fully welded, 2.5" x 31" x .50" thick bars. There shall be four 6.88" x 4" x 1" thick bushing supports fully welded to the main plate and stiffener bars, spaced approximately equally along the main plate. Four greaseable 4.00" OD x 3.03" ID x 3" long bushings shall be fully welded to the bushing supports. The center pivot shaft shall install through these bushings. The swivel assembly shall attach to the push frame using a 1.5" Grade 8 bolt, slotted nut, and hardened washer in the center, and (4) 1" Grade 8 bolts spaced above and below the center bolt. The (4) 1" bolts shall be secured using slotted nuts, hardened washers under the head, and 2" OD x .50" thick fabricated washers under the nut. The swivel assembly shall allow the plow to swivel 3 degrees each direction (6 degrees total) so that it can effectively follow the contour of the road surface. The swivel assembly shall automatically center the plow in the non-swiveled position when swivel is not required through the use of two compression springs installed between the push frame and swivel assembly.</p>			
<b>1.2-E</b>	<p>The two centering springs shall be 6.75" long, 3.31" OD, of .562" diameter wire, with a minimum spring rate of 1182 lbs. / inch. The spring force of the centering springs shall be adjustable by means of (2) screw assemblies made of 1.25" diameter Acme threaded rod. Each screw assembly shall include a 2" OD x 1.28" ID x 1.5" long tube welded to one end, a freely spinning disc measuring 3.5" OD x 1.28" ID x .50" thick that compresses the spring and allows for ease of adjustment, and a welded nut which holds the disc in place. Each screw assembly shall be secured to the push frame using an adjusting screw holder, a jam nut, and (2) 5/8" diameter Grade 8 bolts. The adjusting screw holder shall be a welded assembly consisting of a round tube 2" OD x 1.28" ID x</p>	<b>x</b>		

	4" long, a welded nut, and an attaching plate measuring 2" x 4.5" x .50" thick.			
	<b>1.0-F UPPER AND LOWER ARM ASSEMBLY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-F</b>	The upper and lower arm assemblies shall each be constructed using (2) pieces of 3x3x.38" square steel tubing. The rear of each square tube shall be capped by a .50" thick steel plate, and to each cap plate shall be welded (2) 4.75" x 3.00" x .75" thick steel ears, with drilled holes for 1.25" diameter pins.	<b>x</b>		
<b>1.2-F</b>	The upper and lower arm assemblies shall each be constructed using (2) pieces of 3x3x.38" square steel tubing. The rear of each square tube shall be capped by a .50" thick steel plate, and to each cap plate shall be welded (2) 4.75" x 3.00" x .75" thick steel ears, with drilled holes for 1.25" diameter pins.	<b>x</b>		
<b>1.3-F</b>	The plate shall be fully welded to the square tubes and the front ears of the lower arm assembly along all edges be fully welded to the top surface of the lower arm assembly, for attachment of the lift cylinder. The lift cylinder shall attach to the lower arm assembly using a 1" diameter cold rolled finished steel pin.	<b>x</b>		
	<b>1.0-G CENTER PIVOT SHAFT:</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-G</b>	The upper and lower arm assemblies shall be attached to the swivel assembly by a 3" diameter cold -finished solid steel shaft, 33.75" long, with two machined flats at the points of arm attachment. To achieve maximum strength, ensure a direct line of force transmission, and eliminate the possibility of knuckle failures due to off-center loading, the upper and lower arm assemblies shall be attached DIRECTLY to the center pivot shaft – NO EXCEPTIONS, using 1.25" diameter cold-finished steel pins.	<b>x</b>		
<b>1.2-G</b>	Knuckles SHALL NOT be used to attach the upper and lower arm assemblies to the center shaft or swivel assembly. To provide for ease	<b>x</b>		

	of maintenance, the pins used to connect the upper and lower arm assemblies shall NOT be welded in place. The center pivot shaft shall be secured to the swivel assembly using a 4" OD x 3.03" ID x 6.88" long steel bushing, grade 8 hardware.			
	<b>1.0-H-A FLAT PLATE PLOW PORTION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-H</b>	The flat plate hitch plow portion serves to attach the plow to the truck. It attaches to the flat plate hitch truck portion at the rear, and to the upper and lower arm assemblies, reversing cylinders, and lift cylinder at the front. Flat plate hitch plow portion shall include a main plate measuring 44 x 32.5" x .63". It shall include (2) welded outer vertical supports measuring with drilled holes for attachment of the upper and lower arm assemblies using 1.25" diameter cold-finished steel pins. It shall include (2) welded inner vertical supports measuring 2.5 x 29 x .50" thick. The inner and outer vertical supports shall be joined by a total of (4) welded horizontal braces measuring 2.5 x 6 x .50" thick. Shall include a center structure made of (3) pieces of 3x3x.38" square tubing welded together, extending 12" above the top of the main plate, and fully welded to the outer vertical supports, inner vertical supports, and main plate.	x		
<b>1.2-H</b>	The flat plate hitch plow portion includes (2) mounting ears which serve to secure the plow portion and truck portion of the flat plate hitch together at the lower end. For ease of plow engagement, the design of the mounting ears allows for some horizontal misalignment in either direction. Within this range, the two portions will be automatically guided together into a centered position as the truck pulls forward. Each mounting ear is braced at the top and the bottom by full-length, .50" thick welded gussets for severe-duty service. The plow portion and truck portion flat plate hitch shall be secured at the lower end using (2) 1.5" diameter cold-finished attaching pins. The pins shall be	x		

	engaged and disengaged using a spring-loaded mechanism operated with a single lever.			
	<b>1.0-I POWDER COAT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>1.1-I</b>	Black Powder Coat only finish. No liquid paint acceptable. A four (4) step process finish is required for great durability and extended life. i. Step one is to sandblast to remove all impurities and contaminants. ii. Step two is eight-step acid pickle wash to remove any laser-scale And other oxides. iii. Step three is powder coat primer to seal and fill inconsistencies. No primer coat is unacceptable. iv. Step four is polyester black powder coat finish.	x		
	<b>SNOWPLOW 2.0-A HITCH</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>2.1-A</b>	Heavy front frame side plate low profile snowplow hitch, Flat Plate hitch or equal.	x		
<b>2.2-A</b>	To be engineered, designed and built by a recognized snowplow manufacturer. Hitch to be a low-profile configuration. The design will limit the amount of front overhang to a minimum.	x		
<b>2.3-A</b>	A truck frame extension is not required for the mounting of hitch.	x		
<b>2.4-A</b>	Heavy front frame hitch of modular design shall allow the cab hood to tilt completely forward for engine access.	x		
<b>2.5-A</b>	Side plates will transmit plowing forces directly to the truck frame side rails and will custom fit the specified year, make and model of the truck.	x		

<b>2.6-A</b>	The side plates are custom fitted 5/8" steel plate of proper length and construction for heavy duty service and shall provide adequate clearance for steering mechanisms and spring suspensions.	<input checked="" type="checkbox"/>		
<b>2.7-A</b>	Truck portion hitch shall include a flat plate measuring 39.5"x 23.13"x .625" thick	<input checked="" type="checkbox"/>		
<b>2.8-A</b>	Shall include a plate and angle weldment that serves as plate reinforcement and engagement handle guide.	<input checked="" type="checkbox"/>		
<b>2.9-A</b>	Shall include dual 1.5in dia locking pins activated from spring loaded mechanical arm with lever at top of flat plate hitch for ease	<input checked="" type="checkbox"/>		
<b>2.10-A</b>	Shall include 2 1.31in through hole through bolt provision.	<input checked="" type="checkbox"/>		
<b>2.11-A</b>	Re-mount OEM bumper. Bumper shall be split to accommodate plow hitch and must be bolted on and utilize stabilizer arm per section.	<input checked="" type="checkbox"/>		
	<b>2.0-B POWDER COAT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>2.1-B</b>	Yellow Powder Coat only finish. No liquid paint acceptable. A four (4) step process finish is required for great durability and extended life. <ul style="list-style-type: none"> <li>i. Step one is to sandblast to remove all impurities and contaminants.</li> <li>ii. Step two is eight-step acid pickle wash to remove any laser-scale And other oxides.</li> <li>iii. Step three is powder coat primer to seal and fill inconsistencies. No primer coat is unacceptable.</li> <li>iv. Step four is polyester black powder coat finish.</li> </ul>	<input checked="" type="checkbox"/>		
	<b>3.0 COMBINATION BODY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>3.1</b>	This specification shall describe a 304 Stainless Steel Front and rear Discharge, combination dump/spreader body or equal. Body construction must be, without exception, 304 Stainless Steel. Body will be subject to testing material to verify.	<input checked="" type="checkbox"/>		
<b>3.2</b>	Inside width to be 95.625" maximum. Outside width to be no more than 96".	<input checked="" type="checkbox"/>		
<b>3.3</b>	Side sheets to be (from body floor to top of top rail) to be 36" high.	<input checked="" type="checkbox"/>		
<b>3.4</b>	Tailgate to be 48" high.	<input checked="" type="checkbox"/>		
<b>3.5</b>	Head sheet to be 60" high.	<input checked="" type="checkbox"/>		
<b>3.6</b>	Water level capacity to be 7.2 cubic yards side	<input checked="" type="checkbox"/>		
<b>3.7</b>	Sides, head sheet and tailgate to be 7-gauge Type 304 stainless steel.	<input checked="" type="checkbox"/>		
<b>3.8</b>	Floor is the 7GA stainless steel trough full length that augers set above.	<input checked="" type="checkbox"/>		
<b>3.9</b>	16"x 5" 7 ga. 304 Stainless steel rear corner posts run full length. Posts shall have holes cut in the rear of posts to accept (2) oval shaped lights for LED strobe and LED S/T/T.	<input checked="" type="checkbox"/>		
<b>3.10</b>	7 ga. 304 stainless steel boxed top rail seamless and sloped inward to shed debris. This design is critical to providing the specified 96" body width.	<input checked="" type="checkbox"/>		
<b>3.11</b>	304 Stainless Steel Integral fenders shall be continuously welded and positioned over wheels of truck chassis or tray to accept poly pre-wet tanks and stainless-steel toolboxes.	<input checked="" type="checkbox"/>		
<b>3.12</b>	Full width, cab shield 24" or 48". Four (4) oval cut-outs for LED lights. Two per front corner and two per side corners.	<input checked="" type="checkbox"/>		

<b>3.13</b>	Approx 12” truck frame to body floor height between chain for lower center of gravity and lower mounting height.	<b>x</b>		
<b>3.14</b>	One-piece sides which incorporate a radius (Not flat, flat is not acceptable) floor to side radius. The side sheet where it meets the floor/trough is a minimum 22 degrees to the augers. A body with any portion of the floor, outside of the main conveyor that is less than 22 degrees, is NOT acceptable due to poor cleanout.	<b>x</b>		
<b>3.15</b>	17-gauge 304SS formed inner/ 10-gauge 304SS formed outer long sills.	<b>x</b>		
<b>3.16</b>	Twin 7” Augers with front drive motors 970CC and 2” bearing at rear.	<b>x</b>		
<b>3.17</b>	The rear of the floor and rear augers shall have an opening by which material shall pass through. The rear of the body shall have an anti-spill plate to no allow salt to spill out of the back of the body.	<b>x</b>		
<b>3.18</b>	Augers shall have a removable 7GA Stainless Steel cover plate for non-salt use for aggregate.	<b>x</b>		
<b>3.20</b>	Tailgate: <ul style="list-style-type: none"> <li>a. To be and double-acting heavy duty all 7GA 304SS.</li> <li>b. Bracing to be full perimeter box type, 6" top and bottom and 4" sides.</li> <li>c. There shall be four (4) vertical gussets 6" wide, 2-3/4" deep and full welded.</li> <li>d. Bottom and intermediate horizontal braces to be sloped (dirt/salt shedding).</li> <li>e. Upper hardware to be heavy-duty flush type with minimum 5/8" diameter vertical drop pins on retainer chains.</li> <li>f. Gate Latch shall be made of 5/8" stainless steel and have 1-1/4" pin. There will be threaded rod adjustments and have two (2) yokes with 5/8" pins.</li> </ul>	<b>x</b>		

	<p>g. The gate will latch with twin air tailgate cylinders. Pancake style not acceptable. The air cylinder shall be 2-1/2" in diameter with an 8" stroke. It shall have a 5/8" chromed rod.</p> <p>h. Heavy nylon mesh sleeves to be installed over spreader chains to protect body finish.</p> <p>i. All 304 stainless steel hardware.</p>			
<b>3.21</b>	Continuous welded body shell, cab protector & tailgate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3.22</b>	Fold-up grip strut two-step ladder on left front corner of body with grab/step above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3.23</b>	Top screens to be of H.D. type with 2" flat stock with 3/8" rod running thru to create an approximately 2-3/4" square opening. Frame to be 1/4" x 1-1/2" angle iron welded to rod and mounted to 5" steel I-Beam. Four (4) sections screens with framework mounted into pockets welded to body side top rails.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>4.0 SPINNER ASSEMBLY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>4.0</b>	24" 7GA 304 stainless steel disk will be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.2</b>	Directly driven by high torque, low speed (550 RPM max.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.3</b>	Spinner has six (6) removable fins for spreading.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.4</b>	Spinner assembly mounts of rear pintle plate with two (2) 2" receiver tubes that allow receiver tubes adjustment in and out. There shall be 4 deflector plates, 3 adjustable and 1 fixed. There shall also be a 3-position spread pattern control above the spinner disk.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>5.0 HOIST</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>5.1</b>	Heavy duty front telescopic type hoist suitable for use with a combination body on a road and highway maintenance truck used for snow and ice control.	<input checked="" type="checkbox"/>		
<b>5.2</b>	NTEA rated Class 50 three stage.	<input checked="" type="checkbox"/>		
<b>5.3</b>	17.4 Tons of Lift-Off Capacity at 2750 PSI.	<input checked="" type="checkbox"/>		
<b>5.4</b>	Single-acting (power up and gravity down).	<input checked="" type="checkbox"/>		
<b>5.5</b>	Largest diameter stage must be at bottom. Inverted cylinder not acceptable.	<input checked="" type="checkbox"/>		
<b>5.6</b>	5" inside diameter cylinder base tube (mini)	<input checked="" type="checkbox"/>		
<b>5.7</b>	110" stroke (minimum).	<input checked="" type="checkbox"/>		
<b>5.8</b>	All cylinder stages to be nitrated for corrosion resistance and wear resistance. The piston rod shall be machined from ASI 4140 and nitrated using the QPQ method to establish the following mechanical properties: Surface Hardness: Rockwell C60-C65 Surface Finish: RMS 20 (using ASTM B117 salt spray) Approximately 7% surface area corrosion in 88 hours (or 10 times better than hard chrome plating). Fatigue Strength: Approximately 80% to 100% increase using	<input checked="" type="checkbox"/>		
<b>5.9</b>	Internal bore seal design so no packing adjustment or bleeding is required.	<input checked="" type="checkbox"/>		
<b>5.10</b>	Hoist cylinder to be a trunnion mount design. No exceptions.	<input checked="" type="checkbox"/>		
<b>5.11</b>	No sub-frame for hoist. Rear hinge assembly to be cut into truck frame rail behind rear spring hanger of rear axle.	<input checked="" type="checkbox"/>		
<b>5.12</b>	Lowest possible mounting height -- not to exceed 10-12" (top-of chassis frame to body floor).	<input checked="" type="checkbox"/>		
<b>6.0-A SLURRY LIQUID SYSTEM</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>6.1-A</b>	Hydraulically driven system of designated valve section.	<input checked="" type="checkbox"/>		
<b>6.2-A</b>	All components are mounted in a sealed, corrosion resistant, molded fiberglass housing with a hinged cover.	<input checked="" type="checkbox"/>		
<b>6.3-A</b>	Liquid pump to be 8 GPM @ 1725 RPM Roller Pump of corrosion resistant materials.	<input checked="" type="checkbox"/>		
<b>6.4-A</b>	All tubing is stainless steel with corrosion resistant JIC fittings.	<input checked="" type="checkbox"/>		
<b>6.5-A</b>	Liquid output is controlled by an adjustable flow control valve on control modular in cab that also houses granular/liquid outputs.	<input checked="" type="checkbox"/>		
	<b>6.0-B RESERVOIR</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1-B</b>	(2) 160-gallon rotation molded medium density .375" poly-ethylene tank with 5" diameter cap. Cross tube for equal fill and unloading. Includes sump for complete drainage.	<input checked="" type="checkbox"/>		
<b>6.2-B</b>	Replaceable screen line strainer	<input checked="" type="checkbox"/>		
<b>6.3-B</b>	Corrosion resistant shut off valves.	<input checked="" type="checkbox"/>		
<b>6.4-B</b>	Supplied with bulk tank fill quick couplings.	<input checked="" type="checkbox"/>		
	<b>6.0-C VARIABLE DISPLACEMENT SPRAY SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1-C</b>	Sold Stainless Steel tube mounted between the augers approximately full length. Mounting with rubber mounts inside body on trough V.	<input checked="" type="checkbox"/>		
<b>6.2-C</b>	Tube will have holes to allow for liquid to flow to each auger.	<input checked="" type="checkbox"/>		
	<b>WING SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
	<b>7.0-A REAR MOUNT PATROL</b>			
<b>7.1-A</b>	Minimum Moldboard Requirements.	<input checked="" type="checkbox"/>		

<b>7.2-A</b>	Fully hydraulic slide style patrol style wing system.	<b>x</b>		
<b>7.3-A</b>	Trip edge moldboard to be 28" at toe and 40" at discharge.	<b>x</b>		
<b>7.4-A</b>	Length of moldboard cutting edge to be 10ft and continuously welded.	<b>x</b>		
<b>7.5-A</b>	7-gauge steel moldboard with seven (7) ½" fully welded ribs for strength and rigidity.	<b>x</b>		
<b>7.6-A</b>	The main front pivot bolt will be 1 ½".	<b>x</b>		
<b>7.7-A</b>	4" x 4" x ¾" lower angle, fully gusseted, with additional full gussets of 3/8" x 4" above the "frog".	<b>x</b>		
<b>7.8-A</b>	1/2" x 6" one piece cutting edge with AASHO punching-standard.	<b>x</b>		
<b>7.9-A</b>	<p>Cutting edge tripping must be controlled by (3-4 depending on length) torsion springs. Springs constructed of a minimum of .75 square bar with 14 active coils. Minimum spring dimensions shall be 3.75OD x 2.25ID x 11.75.</p> <ul style="list-style-type: none"> <li>• Springs must be produced to meet Rockwell C hardness.</li> <li>• Hardness shall be produced from oil quenching with a minimum temperature of 1550°F.</li> <li>• Spring preload shall be a minimum of 35°. Springs shall have a trip load capability of 8228 INCH-LBS.</li> <li>• Typical spring material composition shall be Carbon=.40, Manganese=.70, Phosphorous=.020, sulfur=.020, silicon=.25, chromium=.80, Nickel=1.75, Molybdenum=.25.</li> </ul>	<b>x</b>		
	<b>7.0-B TOE and HEEL MOUNT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1-B</b>	Heavy-duty spring-loaded push bar assembly.	<b>x</b>		

<b>7.2-B</b>	Wing post to attach to front plow mount with ½” x 4” x 6” rectangular tube assembly.	<b>x</b>		
<b>7.3-B</b>	Double acting toe cylinder with 10” 3” bore x 2” rod Nitrated cylinder and counterbalance valve attached.	<b>x</b>		
<b>7.4-B</b>	Double acting heel cylinder with 4” bore x 2” rod x 13” stroke nitrated rod.	<b>x</b>		
<b>7.5-B</b>	Push arms frame is designed to mount under truck frame rails to allow minimum cab to body clearance.	<b>x</b>		
<b>7.6-B</b>	1” thick horizontal floating links, ¾” thick vertical connecting links, 1 ½” link bolts with 8” bushings and grease zerks, Safety chain at toe and Safety chain with rear stop (rear stop material to ship loose for time of installation location).	<b>x</b>		
<b>7.7-B</b>	3” x14” front post lift double acting cylinder with 1-3/4” diameter rod.	<b>x</b>		
<b>7.0-C MOUNTING</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1-C</b>	2” schedule 80 pipe with ball feet mounts to secure masts/tubes.	<b>x</b>		
<b>7.2-C</b>	19” x 32” x ½” frame plates.	<b>x</b>		
<b>7.3-C</b>	Front post with dual transport safety chains.	<b>x</b>		
<b>7.4-C</b>	7 x 5 x 3/8” post tube, 4” DOM pivot tube ,20.5x 11.75x .625” triple gusset pivot plate, .625” cylinder anchor point.	<b>x</b>		
<b>7.0-D POWDER COAT</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1-D</b>	Yellow Powder Coat only finish. No liquid paint acceptable. A four (4) step process finish is required for great durability and extended life. i. Step one is to sandblast to remove all impurities and contaminants.	<b>x</b>		

	ii. Step two is eight-step acid pickle wash to remove any laser-scale and other oxides. iii. Step three is powder coat primer to seal and fill inconsistencies. No primer coat is unacceptable. iv. Step four is polyester black powder v. coat finish.			
	<b>8.0 CENTRAL HYDRAULIC SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>8.1</b>	<b><u>Minimum Pump Requirements.</u></b> <ul style="list-style-type: none"> <li>• PTO to fit transmission with all gaskets, lube hoses and controls</li> <li>• Pump to be Load sense, Pressure Comp, Piston type direct coupled to PTO.</li> <li>• Cast iron Housing Piston type load sense pump, with pressure limiting valve preset.</li> <li>• Pump to produce 17 GPM Min at 1000 RPM and capable of 3500PSI Max system pressure.</li> </ul>	x		
<b>8.2</b>	<b><u>Hydraulic Reservoir and Valve Enclosure</u></b> <ul style="list-style-type: none"> <li>• 35 all 304 Stainless Steel slim line hydraulic tank to be mounted on Backside of stationary cab shield. <b><u>No exceptions.</u></b></li> <li>• Hydraulic tank must have four (4) mounting points and to include a</li> <li>• Rubber pads to absorb shock.</li> <li>• Hydraulic tank must include: 8" round clean out port in bottom center of the tank with rubber gasket, site gauge, breather filler cab with Stainer.</li> <li>• Valve enclosure will be mounted on chassis frame rail driver's side. Valve enclosure to be all 304 Stainless Steel.</li> <li>• Valve enclosure to have 304 Stainless Steel mounting plate for valves.</li> <li>• Valve enclosure to have lid with rubber latches to secure to main Enclosure.</li> </ul>	x		
<b>8.3</b>	<b><u>Hydraulic Valving</u></b> <ul style="list-style-type: none"> <li>• Valve to operate Hoist (Dump body), snowplow and wing to be of steel cast sectional type with pneumatically operated</li> </ul>	• x		

	<p>spool sections. Pneumatic actuators utilizing "linear" cut spools with the following flow rates: max flow on hoist (dump body) section 30 GPM, 10 GPM each on Plow up/down and Plow angle functions, Wing plow. Main valve</p> <ul style="list-style-type: none"> <li>• section to have adjustable main relief valve set at 3000 PSI. Valve to be field selectable for operation for Load sense Piston pump. Also, valve assembly must be capable of supporting electric proportional spool section, if need be, for Hydraulically driven Pre-Wet Spray System.</li> <li>• Hoist (Dump body) section to be 4-way valve, power up and power down with 2500 PSI "Raise" relief and a 500 PSI preset down relief valve installed (field adjustable).</li> <li>• Front Snowplow spool sections to be 4-way double acting type power up/ power down.</li> <li>• Snowplow angle spool section to be 4-way double acting type, pneumatically actuated. Plow "left" and "right" to have individual relief valves preset at 1800 PSI each side (field adjustable).</li> <li>• Wing plow spool sections to be dual 4-way double acting section type, pneumatically controlled to allow wing up /down, heel I toe movement.</li> <li>• Spreader control valve section to be "clear anodized" with dual electric proportional cartridge valves. 1500 PSI preset relief (field adjustable) valve to protect motors in case of hydraulic pressure "spike" condition. Valve manifold to have "Auger reversing" capability built in via electrical cartridge valve.</li> <li>• Auger circuit to operate from 0 - 30 GPM pressure compensated, full proportional.</li> <li>• Spinner circuit to operate from 0-15 GPM pressure compensated, full proportional.</li> <li>• All connections on electric spreader coils to be "sealed" weather tight type and utilize "aluminum" heat sink type coils to help with heat dissipation.</li> </ul>			
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	<ul style="list-style-type: none"> <li>• All valving to be installed inside "Hydraulic reservoir with valve enclosure", terminating through the valve plate that is "laser cut" of 12- gauge 304 stainless steel with Male JIC fittings utilizing "O-ring" type seals between fittings and bottom valve plate to seal against elements.</li> <li>• Valve main body to incorporate pressure gauge (0-5000 PS) to aid in troubleshooting of system pressure faults.</li> </ul>			
<b>8.4</b>	<p><b><u>Cab Controls</u></b></p> <ul style="list-style-type: none"> <li>• There shall be a rigid, floor mounted, adjustable height and rotational console of sufficient size to contain all controls for the complete system. Hoist lever to have "neutral interlock" safety built in with spring to center feature when handle is released. Front Plow control lever to be "dual axis" type pneumatically controlled lever with spring to center operation when handle is released. Wing plow to have (2) single spring to center levers pneumatic type. Body Up indicator light to be supplied.</li> <li>• Hoist lever to have "neutral interlock" safety built in with spring to center feature when handle is released.</li> <li>• Front Plow control lever to be "dual axis" type pneumatically controlled lever with spring to center operation when handle is released.</li> <li>• Wing plows have (2) single pneumatic spring to center type levers when handles are released. Body Up indicator light to be supplied.</li> <li>• The spreader controller to be of three function type to operate auger, spinner, and electric pre-wet system. Controller to have 3 rotary detented knobs for setting selections with backlit display. Controller must have "passcode" feature to "lock out" calibration sections to prevent accidental adjustments.</li> <li>• Spreader control is selectable for either "Manual" control or "Automatic" ground</li> </ul>	<b>x</b>		

	<p>speed control signal using GPS and transmission signal.</p> <ul style="list-style-type: none"> <li>Auger/conveyor "Blast" feature to be adjustable from "momentary" 0 to 30 seconds. Auger/conveyor "reverse" timing feature must be adjustable.</li> <li>All wiring harnesses to be "Plug and play" sealed type with no splicing of wires between truck cab and valve enclosure. MSHA approved. All body lighting shall be supplied by a single sealed harness from the junction box and making the connection at the light by means of weather tight sealed connector. All strobe lights shall be included in the same harness and be connected by means of a Deutsch connector, no exceptions.</li> </ul>			
	<b>SNOWPLOW 9.0 LIGHTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>9.1</b>	Buyer Products LED Plow Lights 16160900	<b>x</b>		
<b>9.2</b>	Mounted with 100% stainless steel brackets on truck fenders PLB12SS. Use truck's dash rocker switch.	<b>x</b>		
	<b>10.0-A LIGHTING &amp; ELECTRICAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>10.1-A</b>	ALL lighting and layout must meet all Federal, State, and DOT regulations. Must be Buyers Products LED Lighting. No exceptions.	<b>x</b>		
<b>10.1-B</b>	Electronic Back-Up Alarm.	<b>x</b>		
<b>10.1-C</b>	<p>Body Up Indicator.</p> <ol style="list-style-type: none"> <li>Sealed weatherproof proximity switch on hoist-frame.</li> <li>Body up light shall illuminate using chassis dash mount switch.</li> </ol>	<b>x</b>		
<b>10.1-D</b>	All non-strobe wiring to be 7 wire trailer cable. Separate cable routed from in-cab to all non-strobe lights with sealed junction box at rear so all wiring	<b>x</b>		

	<b><u>10.0 MISCELLANEOUS</u></b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>18.1</b>	Rear tire mudflaps and Fenders. 1. Rear flaps are to be mounted behind the rear tires 2. Buyers Products poly fenders 8590245 and stainless tube	<b>x</b>		
<b>18.2</b>	Heavy duty forged steel rear frame mounted tow hooks.	<b>x</b>		
<b>18.3</b>	All components of combination dump spreader, plow, plow hitch, LED lighting, Backup alarm, body up indicator, poly fenders, (less Hydraulic System) must be from one manufacturer. No exceptions.	<b>x</b>		
<b>18.4</b>	Plumbing down chassis frame to combination body and front plow/hitch must be stainless steel tubing.	<b>x</b>		

	connections are made either inside cab and in a sealed junction box.			
<b>10.1-E</b>	One (1) solid stainless-steel rod must be mounted under body and all electrical body lighting must be neatly run. Rod will be one piece and full length. No exceptions.	<b>x</b>		

	<b>19.0 WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>19.1</b>	Manufacturer's standard warranty shall apply.	<b>x</b>		
<b>19.2</b>	Terms and conditions of warranty shall be provided with bid proposal, (Warranty must be clearly defined and all components covered shall be clearly listed and identified).	<b>x</b>		
<b>19.3</b>	Manufacturer's warranty will start with MaineDOT in-service date.	<b>x</b>		
<b>19.4</b>	In-Service Date: Warranty on XXXXXXXXX (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other	<b>x</b>		

	delays) shall be warranted from the date the units are actually placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of <b>“in-service” date</b> .			
<b>19.5</b>	During the term of the manufacturer’s warranty Fleet Services reserves the right to perform any and or all warranty “in house” to meet operational needs or demands with the pre-authorization of the vendor. Fleet Services will recover all parts and labor costs as allowed by manufacturer’s flat rate manual. O.E.M. parts may be supplied at no cost by the manufacturer, and or dealer, or may be purchased by Fleet Services on the open market to meet operational demands. Any and all defective parts shall be returned to the manufacturer or dealer upon request.	<b>x</b>		
<b>19.6</b>	Vendor shall be 100% responsible for all repair costs to include parts, and labor during the warranty period.	<b>x</b>		
<b>19.7</b>	Include list of prices for purchase of extended warranties.	<b>x</b>		
<b>20.0 GENERAL</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>20.1</b>	Two (2) sets of keys shall be furnished with each vehicle.	N/A		
<b>20.2</b>	All pinch points and danger areas shall be clearly marked.	<b>x</b>		
<b>20.3</b>	Equipment shall be fully inspected, serviced, fully assembled, and ready to operate upon delivery.	<b>x</b>		
<b>20.4</b>	Be it known that these specifications are a minimum and that the bid will be evaluated based on price, warranty, manufacturer’s performance data, delivery schedule, parts availability, and other items deemed appropriate.	<b>x</b>		

<b>20.5</b>	Bidders shall supply a detailed specification sheet with their proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, staffed with trained service technicians, and stocked with repair parts for the equipment which is being bid on. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and or all bids.	<input checked="" type="checkbox"/>		
<b>20.6</b>	All hardware installed shall not obstruct any lubrication points. In addition, all components and systems shall be easily accessible to the operator.	<input checked="" type="checkbox"/>		
<b>20.7</b>	All safety, warning, and instructional decals shall be properly displayed and appropriate for the XXXXXXXX application.	<input checked="" type="checkbox"/>		
<b>20.8</b>	MaineDOT Fleet Services reserves the right to pre-inspect the equipment before delivery.	<input checked="" type="checkbox"/>		
<b>20.9</b>	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.	<input checked="" type="checkbox"/>		
<b>20.10</b>	Equipment offered shall comply with all applicable Federal and State of Maine laws.	<input checked="" type="checkbox"/>		
<b>20.11</b>	Upon delivery of unit or units all necessary paperwork such as (Certificate of Origin, dealer's certificate, and invoices) shall accompany unit and or units.	<input checked="" type="checkbox"/>		
<b>20.12</b>	All bid proposals shall include shipping and delivery to <b>Maine Department of Transportation Fleet Services, 66 Industrial Dr. Augusta, ME. 04330</b>	<input checked="" type="checkbox"/>		
<b>21.0 SERVICES REQUIREMENT</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>21.1</b>	MaineDOT's objective is to have the vendor provide warranty repairs and service at facilities that are as close as possible to localities where the XXXXXXXX will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within seventy-five (75) miles of each region headquarters: Scarborough, Augusta, Dixfield, Bangor, and Presque Isle.	<b>x</b>		
<b>212</b>	Vendors shall provide a list of bidder service center locations.	<b>x</b>		
<b>21.3</b>	Bidders shall supply a written explanation describing such things as the location 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 repairs and service at these service facilities.	<b>x</b>		

# **MDS SERIES: MUNICIPAL DUMP SPREADER** **FOR CLASS 8 TRUCKS**

**30-1/2 Inch Conveyor Chain Feed or Dual 7 Inch Auger**



## **COMMON FEATURES** *See pg. 48 for full product listing*

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**Capacity:** 6.4 - 11.2 cubic yards /9 - 15 feet/

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**Application:** Minimum 26,000 lb GVW

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**Spread Range:** 2-40 feet

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**Feed Mechanism:** 30-1/2 inch wide conveyor with 1/2 inch crossbars and dual 6:1 gearboxes  
Dual 7 inch auger drive

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**Construction:** 304 stainless steel hopper

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**Additional Features:**

- Removable conveyor cover plate
- Twin air cylinder tailgate latch
- LED DOT truck lights and rear strobes

## HIGHLIGHTS



Unique, roll-formed sides and cross member-less design



Dual air tailgate cylinders standard



Multi-stage, double-acting, nitrided cylinder, trunnion-mounted hoist



"Hex flow" chute and 24 inch spinner with adjustable baffles for optimal spread pattern

## AVAILABLE OPTIONS



Cab shield with Tarp System

- Cab Shield: Half or Full Length
- Ladder
- Top Screens
- Electric Tarp
- Under Chain Floor Pan
- Front Discharge

- Anti-Ice
- Central Hydraulics
- Full Length Fenders
- Pre-Wet Systems:  
(LS11, LS11H, LS12, LS12H)



Ladder shown extended down



30.25" wide conveyor with 1/2" bars and dual 6:1 gearbox drive (standard on chain bodys)

OR



Dual 7" auger drive



LS11 (MDS Mount two, 160 gal.)



LS12 (Behind Cab Mount 120 gal.)

# EXPRESSWAY SERIES

AVAILABLE IN:  
**10', 11', and 12' Widths**



304 Stainless Steel  
10 Ga with Black  
Powder-Coated Rear



Carbon Steel 7 Ga  
with Orange  
TUFF-KOTE™



## PUSHFRAME/MOUNT OPTIONS

See Pg.4-5



## AVAILABLE ACCESSORIES

See Pg.19 for Full List

- Carbide/Urethane/Rubber Cutting Edges
- Blade Guides
- Running Gear/Casters/Shoes
- Belted Deflectors
- Electric Power Units

*Custom options available upon request*



Protect your plow with responsive trip action with 2 Adjustable Compression Springs for full trip or 5x 3/4" square Torsion Trip Springs for trip edge



Trip Edge model comes standard with a 304 Stainless Steel Lower Trip Moldboard to reduce maintenance where the plow takes a beating



3-1/2" x 3" - 1/2" x 3/8" Structural Top Angle w/Integral Drain



**Full Trip:** Reinforced 4" x 4" x 3/4" bottom angle with 1/2" reinforcement gussets

**Trip Edge:** 4" x 4" x 3/4" bottom angle

# SUPER J™



See Pg.19 for available accessories  
See Pg.4-5 for Pushframe/Mount options



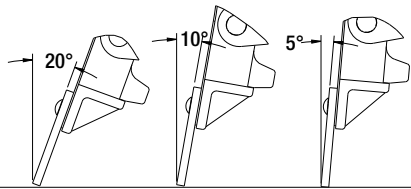
AVAILABLE IN:  
**10', 11', and 12' Widths**

304 Stainless Steel  
10 Ga with Black  
Powder-Coated Rear

Carbon Steel 7 Ga  
with Orange  
TUFF-KOTE™

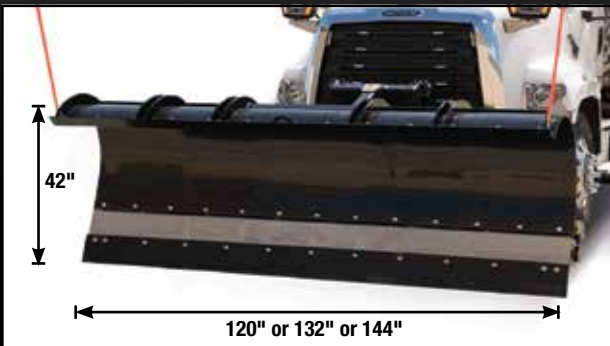
3/8" UHMW  
Polyethylene

## STANDARD FEATURES



Actual Angles May Vary Depending on Hitch Mounting Height

### 3-POSITION ADJUSTABLE ATTACK ANGLE



### Protect Equipment from Damage

Responsive trip-edge design with 5 torsion-style trip springs.

### Get the Hitch Style that Works with your Fleet

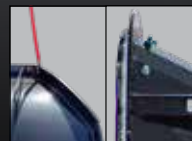
Available with Swivel Plate attachment for ultimate versatility.

### Angle and Reverse with Power

3" outboard nitride angle cylinders keep the plow close to the vehicle for tight maneuverability.



Pronounced inverted  
"J" curve to maintain  
driver visibility



Available mailbox cut option  
shown on left and flare on right



Top angle with drain feature  
(3" X 2" X 3/8" CS/SST  
J-PLOWS and 3" X 3" X 3/8"  
POLY J-PLOWS)



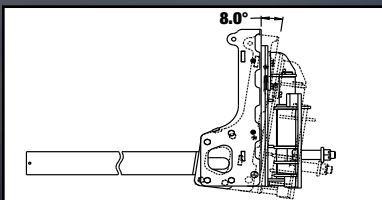
Standard 304 Stainless Steel  
trip edge on poly J-PloWS



Trip edge design with 5  
torsion-style trip springs



## SUPERWING STANDARD FEATURES



**ADJUSTABLE CANTER TO OPTIMIZE STOW POSITION AND VEHICLE CLEARANCE**



**Wing tucks in close to cab**

# SUPERWING SERIES



See Pg.19 for available accessories  
See Pg.4-5 for Pushframe/Mount options

AVAILABLE IN:  
**8', 9', 10', and 11' Widths**

304 Stainless Steel  
10 Ga with Black  
Powder-Coated Rear

Carbon Steel 7 Ga  
with Orange  
TUFF-KOTE™



Configurable system optimized for your vehicle application. Front, mid and rear mounting options. Bolt-on adjustable rear brace mounts. Multiple pivot points.



Multiple 2" moldboard pivot points with floating bushing to reduce pivot wear, optimize wing plow blade position and storage



Wire channels for easy install and harness protection



4" x 4" x 3/4" bottom angle



# Buyers Products Warranty Policy

## BUYERS PRODUCTS WARRANTY POLICY

*(please see below for separate LED lighting, SnowDogg Plows, SaltDogg Spreaders, ScoopDogg Pusher policies)*

Buyers Products warrants all products and hardware manufactured, and/or distributed by it (except those specified) to be free from defects in material and workmanship for a period of one (1) year from date of shipment. Parts must be properly installed and used under normal conditions. Any product which has been altered, including modification, misuse, accident, or lack of maintenance will not be considered under warranty. Normal wear is excluded. The sole responsibility of Buyers Products under this warranty is limited to repairing or replacing any part or part which are returned, prepaid, and are found to be defective by Buyers Products. Authorization from Buyers Products must be obtained before returning any part. No charges for transportation or labor performed on Buyers' products will be allowed under this warranty.

## LED LIGHTING

### 1-Year

Buyers Products Company warranties all Rotating Beacons, and Incandescent products to the original owner against defects in workmanship and material for a period of one (1) year from the date of purchase unless otherwise specified.

### 5-Year

Buyers Products Company warranties all LED Strobe Lights, LED Strip Lights, LED Tube Lights, and LED Work Light products to the original owner against defects in workmanship and material for a period of five (5) years from the date of purchase unless otherwise specified.

### Limited Lifetime

Buyers Products Company warranties all DOT LED Lighting products to the original owner against defects in workmanship and material for the lifetime of the product unless otherwise specified.

Buyers Products must review each warranty claim and reserves the right to offer a refund for the original sale price of the product or replace the defective light. The one (1) year warranty is non-transferable, applies to the original owner, and is subject to the following terms and conditions. The warranty will be void in cases of misuse, severe abuse, and failure to properly install the light. Breakage of the lens or housing, corrosion at the plug, wire wicking, voltage spikes, and product failure caused by road chemicals and acid type washes are not warrantable claims. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

## SNOWDOGG PLOWS

### Warranty Coverage:

Buyers Products Company warrants to the original purchaser of a Buyers Products SnowDogg® brand snowplow that they will be free from defects in materials and workmanship for a period of two (2) years after the date of original purchase. Buyers Products warrants accessories, service parts, and components purchased separately to be free of defects in materials and workmanship for a period of one (1) year after date of original purchase.

These warranties are exclusive and in lieu of all other express and, except to the extent prohibited by applicable law, all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are limited in duration to the duration of this warranty.

Buyers Product's Liability is expressly limited to repair or replacement of defective parts. Buyers Products shall not be liable for consequential, incidental or contingent damages whatsoever, even if damages are caused by the negligence or fault of Buyers Products. This warranty gives you specific legal rights. Additional purchaser's rights may vary from state to state.

### What Is Not Covered

*The warranty does not apply to:*

- Parts not furnished by Buyers Products or damage resulting from same.
- Parts modified without authorization or damage resulting from same.
- Expendable parts (cutting edges, fluids, etc.).
- Damage resulting from failure to install, maintain or operate the product per the owner's manual, installation instructions, or application guides.
- Damage to vehicle and/or frame of vehicle resulting from plow attachment.

### Warranty Procedure

If any part is proven to be defective within that warranty period, Buyers Products will, at its sole discretion, repair or replace said part at its expense FOB Cleveland, OH. Labor will be credited to authorized dealers as determined by published rate charts.

Buyers Products obligation shall be limited to such repair or replacement and shall be further contingent on Buyers Products receiving written notice of the alleged defect and proof of original purchase within ten (10) days of its discovery as well as the return of the allegedly defective part to Buyers Products. To obtain service, the purchaser must return the defective snowplow to an authorized SnowDogg Dealer with proof of purchase and applicable maintenance records. All transportation costs to and from the dealer will be the responsibility of the purchaser. SnowDogg® dealers may be located using the Where to Buy location finder.



## SALTDogg SPREADERS

### Warranty Coverage:

Buyers Products Company warrants all parts of the product to be free from defects in material and workmanship for a period of one (1) year. All SHPE and PRO Series Poly Spreaders are warranted for two (2) years. Parts must be properly installed and used under normal conditions. Normal wear is excluded. Any part, which has been altered, including modifications, misuse, accident, or lack of maintenance will not be considered under this warranty.

The sole responsibility of Buyers Products Company under this warranty is limited to repairing or replacing any part(s), which are returned, prepaid, 30 days after such defect is discovered, and returned part(s) are found to be defective by Buyers Products Company.

Authorization from Buyers Products Company must be obtained before returning any part. The following information must accompany defective parts returned to Buyers Products Company: RMA #, spreader model, serial number, date installed, and distributor from whom purchased.

Buyers Products Company shall not be liable for damage arising out of failure of any unit to operate properly, or failure, or delay in work, or for any consequential damages. No charges for transportation or labor performed on any part will be allowed under this warranty.

## SCOOPDogg PUSHERS by BUYERS

### Limited 10 Year Warranty:

Buyers Products Company warrants all Scoop Dogg Snow Pushers to be free of defects in material & workmanship for a term of 10 years from the purchase date. Terms, conditions and exceptions are listed below:

Buyers Products solely reserves the right to determine and/or authorize repair or return under all terms of a warranty claim. All returns and/or warranty work must receive PRIOR approval from Buyers Products Company to be eligible for compensation.

Warranty registration must be completed online within 30 days of purchase. Registration information must be complete and accurate to activate warranty. Failure to properly register may result in voiding all warranty claims.

All shipping and handling charges related to a return / warranty claim are the sole responsibility of the owner. Any returned pusher must be received as FOB Buyers Products Facility.

Warranty is in place for original owner (purchaser) listed on warranty registration. Transfer of ownership to any other party will void warranty. Owner should maintain all sales receipts and information in order to verify original ownership.

Failure to reasonably maintain the equipment during the warranty period may result in claim denial. For instance, properly maintaining finished surfaces in order to adequately seal all bare metal.

### Exceptions to Warranty:

- All Wear Parts (including): Wear Shoes, Paint, Hardware, Cutting Edges, etc.
- Any unauthorized non-factory alteration or repair to any component or pusher unit.
- Any and all damage as a result of Operator Error, Accidental Impact, Negligence or Misuse.

Buyers Products Company does not warrant this product for any use other than its intended / advertised function. Buyers Products Company will not assume any liability for property damage or personal injury that may occur as a result of the use of the product.

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

**12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

**13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

**14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

**15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

**16. STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for

money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**17. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

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

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

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

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

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

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

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

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a

fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

### RIDER 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.

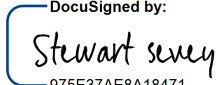
**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*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: Stewart sevey	Title: President
Authorized Signature:  975F37AE8A18471...	Date: 4/7/2025

## Appendix D

### MAINE DOT CERTIFICATIONS

#### **RFQ # 17D 2501130\*0148 The Purchase and Installation of Single Axle Base Unit Snowplow Gear System with Attachments & Dump Bodies**

##### **1.0 NONCOLLUSION BIDDING CERTIFICATION**

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

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

Dated

February 6, 2025 |

Printed name of Person Bidding Stewart Sevey

Stewart L Sevey  
Authorized Signature

| President |  
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:** Buyers MDS Body/DIN Hitch/SUPER J Plow/SUPER WING
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)**

Claims may be submitted over the phone or email

3. **EQUIPMENT INFORMATION:**

YEAR: 2025 EQUIPMENT MAKE: Buyers Products

EQUIPMENT MODEL: MDS

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

Standard

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

1 Full Year, Parts and Labor, and per Buyers Products Mfg Warranty

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

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: Allied Equipment, LLC 4 Cals Way, Hartland, Maine 04943  
ADDRESS 2:  
ADDRESS 3:  
ADDRESS 4:  
ADDRESS 5:

CONTACT NAME: [ Damian Belanger ] TELEPHONE: [ 833-255-4331 ]

EQUIPMENT PARTS PROVIDER: [ Allied Equipment ]

ADDRESS: [ 4 Cals Way Hartland, Maine 04943 ]

CONTACT NAME: [ Daryl Chenevert ] TELEPHONE: [ 833-255-4331 ]

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.

[ February 6, 2025 ]  
Dated

Stewart L Sevey  
Signature

[ Stewart Sevey ]  
Print Name

[ Allied Equipment, LLC ]  
Company Name

### 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.

[ February 6, 2025 ]  
Dated

[ Stewart Sevey ]  
Printed name of Person Bidding

Stewart L Sevey  
Authorized Signature  
| President | Title

## Appendix E

### **Maine DOT Terms and Conditions**

#### **RFQ# 17D 2501130\*0148**

#### **The Purchase and Installations of Single Axle Base Unit Snowplow Gear System with Attachments & Dump Bodies**

##### **A. Agreement**

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

##### **B. Independent Capacity**

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

##### **C. Status Reports**

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

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

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

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

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

## **D. Payment and other Provisions**

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

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

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

## **E. Warranty**

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

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

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

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

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

## **F. Damage**

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

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

## **G. Set-Off Rights**

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

## **H. Force Majeure**

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

## **I. Indemnification**

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of

MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

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

## **J. Default/Termination**

- 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' 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 Licesnses – 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:** [ Allied Equipment, LLC ]

**Address:** [ 4 Cal's Way Hartland, Maine 04943 ]

**Signature:** Stewart L Sevey

**Date:** [ February 6, 2025 ]