

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 03/24/16**Expiration Date:** 04/01/22**Master Agreement Description:** Various Parts for Paint Applicator System**Buyer Information**Donny Crockett 207-624-7336 **ext.** Donny.Crockett@maine.gov**Issuer Information**SHARON KRECHKIN 207-624-3038 **ext.** sharon.krechkin@maine.gov**Requestor Information**Sharon Krechkin 207-624-3038 **ext.** sharon.krechkin@maine.gov**Authorized Departments**

17A TRANSPORTATION

**Vendor Information****Vendor Line #: 1****Vendor ID**

VC1000061575

**Vendor Name**

M-B CO INC

**Alias/DBA****Vendor Address Information**

PO BOX 200

NEW HOLSTEIN, WI 53061-0200

US

**Vendor Contact Information**

ROSE SHRIMP

570-547-1621 **ext.** 512

RSHRIMP@M-BCO.COM

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** M-B CO INC

**Commodity Line #:** 1

**Commodity Code:** 76000

**Commodity Description:** Various Parts for Paint Applicator System

**Commodity Specifications:** 10% discount from price list

**Commodity Extended Description:** As per the specifications attached and made part of this MA.

|                        |                              |                          |
|------------------------|------------------------------|--------------------------|
| <b>Quantity</b>        | <b>UOM</b>                   | <b>Unit Price</b>        |
| 0.00000                |                              | \$0.00                   |
| <b>Delivery Days</b>   | <b>Free on Board</b>         |                          |
| 0                      | FOB Ship Pt, Freight Allowed |                          |
| <b>Contract Amount</b> | <b>Service Start Date</b>    | <b>Service End Date</b>  |
| \$0.00                 | 03/24/16                     | 04/01/22                 |
| <b>Catalog Name</b>    | <b>Discount</b>              |                          |
|                        | 0.0000 %                     |                          |
|                        | <b>Discount Start Date</b>   | <b>Discount End Date</b> |

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:**Net 30



Corporate Office  
1615 Wisconsin Avenue  
P.O. Box 200  
New Holstein, WI 53014  
800.558.5800

Airport Maintenance  
Products  
1200 Park Street  
Chilton, WI 53014  
800.558.5800

Attachments  
1615 Wisconsin Avenue  
New Holstein, WI 53014  
800.558.5800

Multi-Service Vehicle  
1615 Wisconsin Avenue  
New Holstein, WI 53014  
800.558.5800

Pavement Marking  
Equipment  
95 Blessing Drive  
Muncy, PA 17756  
888.323.2900

Replacement Brushes  
1217 E Chestnut Street  
Chilton, WI 53014  
800.558.5800

April 1, 2019

Maine DOT  
Fleet Services  
26 State House Station  
Augusta, ME 04333-0026

Attn: William Carter

Bill,

I am writing this letter to notify you that M-B Companies would again like to offer Maine DOT a 10% discount off of list prices for parts that are purchased from M-B Companies. We started giving Maine DOT the discount in 2018 when they renewed the Master Agreement. I have been with the company for 18 years and Maine DOT has been an excellent customer during that time. We truly value their business.

We feel that we have provided Maine DOT with consistently good customer service and have supplied them with spare parts in a timely and efficient manner. We hope that you will consider this offer when reviewing the list prices we are offering for the renewal of the Master Agreement this year.

Please feel free to contact me with any questions you may have.

Regards,

A handwritten signature in blue ink that reads 'Joanne Edmonds'. The signature is fluid and cursive, with the first name 'Joanne' being more prominent than the last name 'Edmonds'.

Joanne Edmonds  
Manager, Parts Department  
570-599-6126

|                     |   |          |
|---------------------|---|----------|
| 14-09506            | VALVE AIR 08-2000-07                      | \$269.05 |
| 14-09550            | VALVE AIR ASSEMBLY P34-200                | OBSOLETE |
| 14-09703/14-09757   | VALVE BALL 7012                           | \$9.02   |
| 14-09637            | VALVE BALL SST 2017 10MM                  | \$9.61   |
| 14-09771            | VALVE BODY 7003                           | \$138.13 |
| 14-09762            | VALVE BODY 8324                           | \$122.69 |
|                     | VALVE CBR5T010180P2 1/4" 5-WAY MODIFIED   |          |
|                     | VALVE WITH FUEL PORTS #2 & #4 UNDRILLED   |          |
| 73191203            | AND 180 DEG SWING MECHANICAL STOPS        | \$154.66 |
| 73240801            | VALVE CHECK 1/4 DELTROL SS                | \$41.58  |
| 14-09635            | VALVE GUIDE 2011-34 - 34MM                | \$11.98  |
| 832117              | WASHER 83-2117                            | \$7.05   |
| 66050008            | KIT REPAIR COMMON 2050                    | \$134.89 |
| 14-09751            | KIT, REPAIR KAMBER 90HO (90G) 8320        | \$152.93 |
|                     | KIT REPAIR #PK-KIT F4 FOR F4X8ME1-8       |          |
| 10-62264            | FLAIRLINE AIR CYLINDER                    | \$96.42  |
| 14-09740            | JOINT FOR THE WIPER 4003                  | \$54.73  |
|                     | SERVICE KIT LAMAN 050 SKA FOR MODEL 105,  |          |
| 10-00578            | 106, 107                                  | \$66.50  |
|                     | KIT, SERVICE 250SKA (02791109) FOR LA-MAN |          |
| 10-62346            | #140 AIR DRYER                            | \$281.00 |
| 2000201018          | LOVE CONTROL                              | \$725.00 |
| 64050220/64050220-P | JUMO CONTROLLER PROGRAMMED                | \$390.56 |
|                     | MOUNT, 1.5 in. RAM BALL WITH ROUND BASE   |          |
| 17-07565            | #RAM-202U SIZE(C) 1.5 DIA                 | \$24.15  |
| 14-09730            | NEEDLE FOR PISTON 8305-8322               | \$67.72  |
| 14-09649            | NEEDLE HARD CHROME 2002F 7.5MM            | \$129.30 |
| 66050207            | NEEDLE HARD CHROME 7022 7.5MM             | \$159.52 |
|                     |   |          |
| 14-097381           | NOZZLE AIR 8305B FOR PISTON ON 90HO GUN   | \$57.67  |
| 14-09651            | NOZZLE MATERIAL 06.8 MM 2036F             | \$210.00 |
| 14-00038            | NUT LOCK SST 83-2119                      | \$96.56  |

| <u>PART#</u>       | <u>DESCRIPTION</u>                                    | <u>LIST PRICE</u> |
|--------------------|---|-------------------|
| 73290301           | ADAPTER 1720404C                                      | \$3.42            |
| RPR-02257          | ADDITIONAL PARTS FOR SKIPLINE SYSTEM,<br>MAINE DOT    | N/A               |
| 1140201002         | BEARING, BAR CLAMP, UHMW                              | \$18.44           |
| 600-89415          | BEARING-FLANGE-PLASTIC 83-3032                        | \$34.12           |
| 256-00116          | BEARING/RETAINER ASSM 83-2107                         | \$45.46           |
| 14-09734           | BOOT BLUE 2034  | \$58.00           |
| 701-97697          | BULB ASS'Y FROSTED BULB ASS'Y                         | N/A               |
| 12-06393           | CAP PRESS ASSY 14 PSI                                 | \$71.97           |
| 13-769             | CLAMP CABLE 97-3057-4                                 | \$15.60           |
| 14-09733           | CLAMP SCREW FOR THE WIPER 8302                        | \$161.78          |
| 2320201001         | COLLAR SET 7/8" ID FOR AGITATOR SHAFT                 | \$28.34           |
| 66050008           | KIT REPAIR COMMON 2050                                | \$134.89          |
| 14-09714           | KIT COMMON REPAIR 7025                                | \$214.16          |
| 14-09625           | CONNECTION AIR INTAKE 2002                            | \$63.45           |
| 14-09624           | CONNECTION AIR INTAKE 2013                            | \$55.45           |
| 4410201017         | CONTROL S/L REMOTE ASSEMBLY THUMB<br>SWITCH MOMENTARY | \$145.36          |
| 14-09721           | COUPLING 8310 3/8 I - 1/4 E                           | \$50.48           |
| 1110201002         | CYLINDER AIR 7INCH MODIFIED                           | \$677.93          |
| 1110201003         | CYLINDER AIR #F-4X8 8INCH STROKE                      | \$677.93          |
| 14-09754           | DIFFUSER COMPLETE FOR 90HO & 90XHO                    | \$417.73          |
| EL600              | ELEMENT BEACH AIR FILTER EL600                        | \$165.00          |
| 66050020           | FILTER 2047   | \$4.48            |
| 64050234           | FITTING 144-0022                                      | \$49.38           |
| 63190111           | GASKET AIR VALVE 08-2600-52                           | \$3.96            |
| 66050548/66150548  | GASKET, F/ 24" LID BUNA 3907BN                        | \$80.16           |
| 14-09560           | GASKET FLANGE 21651                                   | \$1.30            |
| 21224383           | GASKET LEAD F/BASCO 804 EXCH                          | \$65.39           |
| 256-00120/14-00037 | PACKING GLAND 83-2112                                 | \$39.76           |
| 14-09770           | GUN KAMBER 90HO GLASS PH WITH #8<br>MATERIAL NOZZLE   | \$899.00          |

|                   |  |            |
|-------------------|--|------------|
| 66050104          | GUN KAMBER SPRAY MODEL 38-15 WITH 2022-7.5 NEEDLE, 6.8 MATERIAL NOZZLE, 8.9-14 BASIC AIR NOZZLE, 40-10-16 EXT NOZZLE, BLUE PROTECTIVE BOOT | \$1,299.00 |
| 66050102          | GUN KAMBER SPRAY MODEL 38-20   | \$1,299.00 |
| 66050104          | GUN KAMBER SPRAY MODEL 38-15 WITH 2022-7.5 NEEDLE, 6.8 MATERIAL NOZZLE, 8.9-14 BASIC AIR NOZZLE, 40-10-16 EXT NOZZLE, BLUE PROTECTIVE BOOT | \$1,299.00 |
| RPR-02281         | INSTALL SIGHT GLASS IN HYDRAULIC TANK AND PAINT MAINE BLUE, MAINE DOT, AUGUSTA   | N/A        |
| 13-06356          | HEADSET, DUAL EAR, WITH M-7A MICROPHONE  | \$477.50   |
| 98-2080           | HEADSET PART NUMBER H3432  | \$7.83     |
| 56050196          | HOSE POLY PENCO 1/2 203-8  | \$174.83   |
| 14-09714          | HOSE, RADIATOR FLEXIBLE CZ.....73.945..5. FOR LEROI COMPRESSOR   | \$214.16   |
| 56050109          | KIT COMMON REPAIR 7025   | \$1,364.00 |
| 73210702          | KIT COUPLING SERVICE A204-1175   | N/A        |
| 14-0052           | Obsoloete/Same as 14-0052 below  | \$166.16   |
| 13-05082          | KIT REPAIR 20-0941 FOR 331412  | \$1,950.00 |
| 66050329/14-09766 | TIMER,SERIAL MASTER STANDARD SERIAL PORT 5 GUN DWG #C1301194   | \$229.99   |
| 66050207          | TIP #9   | \$159.52   |
| 73191203          | NEEDLE HARD CHROME 7022 7.5MM  |            |
| 14-0051           | VALVE CBR5T010180P2 1/4" 5-WAY MODIFIED VALVE WITH FUEL PORTS #2 & #4 UNDRILLED AND 180 DEG SWING MECHANICAL STOPS                         | \$154.66   |
| 63190198          | VALVE 3/4 in. NORMALLY CLOSED 331412 (B-61) VALVE, AIR 031.V002.156 FOR VERSAMATIC PUMP  | \$398.33   |
|                   |  | \$497.14   |



# State of Maine Waiver of Competitive Bidding Request Form

**Form Instructions:** Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

|   |  |  |   |
|---|--|--|---|
| <b>Requesting Department's Contract Administrator:</b>  | Wayne Arsenault<br>Transportation Operations Manager   | <b>Office/Division/Program of Contract Administrator:</b>  | MaineDOT / M&O / Highway Maintenance Operations |
| <b>Est. Contract Amount:</b>  | \$ 150,000   | <b>Contract or RQS Number:</b>   | MA18P160324*144                                 |
| <b>Proposed Start Date:</b>   | 5/1/2019   | <b>Proposed End Date:</b>  | 04/01/2022                                      |
| <b>Vendor/Provider Name, City, State</b>  | MB Company VC 1000061575<br>95 Blessing Drive,<br>Muncie PA 17756  |  |   |
| <b>Short Description of Good or Service:</b>  | MaineDOT has purchased 5 custom-built striper trucks through a competitive bid process. That process resulted in trucks that were purchased through the MB Company. This request is to allow the continuation of maintenance and support for this equipment through the original manufacturer, MB Company. MB Company is the only company that supplies the parts for this equipment.  |  |   |
| <b>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.</b>  |  | <b>To be completed by the Division of Procurement Services</b><br>Posting dates on Division of <b>Procurement Services</b> website:<br>From: <u>6/19/2019</u> To: <u>6/25/2019</u> |   |
| <b>Notice of Intent to Waive Competitive Bidding Number:</b>  |  | NOI# 0620191026  |   |
| <b>1. Statutory Justification</b><br>State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request. |  |  |   |
| A.  | The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;  |  |   |
| B.  | The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make Procurement Services without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;   |  |   |
| <i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>   | <i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i><br><b>Signature:</b>   |  |   |
|   | <b>Printed Name:</b>   | <b>Date:</b>   |   |
| X   | C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;  |  |   |
|   | D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;  |  |   |
|   | E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving:<br>(1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service;<br>(2) A sharing of project responsibilities and, when appropriate, costs; |  |   |



## State of Maine Waiver of Competitive Bidding Request Form

|  |  |  |
|--|--|--|
|  | <i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i> |  |
|  | F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;   |  |
|  | G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.   |  |
|  | If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:   |  |

**Please note that the following four points below (#2 through 5) all require a response.**

### 2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non- competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The striping system on each truck is a very complex system that was custom-built by MB Company with very specific components. Original parts and support ensure that our equipment continues to perform as designed and allows us to maintain a reliable work schedule throughout our limited striping season

### 3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

No other state, local, or federal entities can supply the parts needed for the MB striping system on these five strippers.

### 4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

MB Company maintains a retail list of parts that are available for their equipment. They have provided MaineDOT with a 10% discount off this retail pricing. See attached letter and price list.



## State of Maine Waiver of Competitive Bidding Request Form

### 5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

Competition is ensured at the equipment-purchase level. However, once the equipment is purchased, it must be maintained using the parts applicable to that equipment.

**Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.**

### 6. Uniqueness


Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

Parts supplied by MB Company are the parts required to repair these trucks.

### 7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

There is no emergency.

|   |   |
|---|---|
| <b>Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):</b> | <i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i> |
|   |                                   |
| <b>Printed Name:</b>  | Bruce A. Van Natta  |
| <b>Date:</b>  | 6/5/19  |

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF GENERAL SERVICES  
DIVISION OF PURCHASES**

**RFQ # 17A 16030200000000000587**

**Various Parts for Air Atomized Truck Mounted Paint Applicator System**

**Quotations/Responses Due:** 3/23/16 not later than 2:00 p.m. local time

**Note:** All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Purchases ("Division") is acting on behalf of Maine Department of Transportation, Traffic Engineering Division ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

## **RFQ REQUIREMENTS**

### **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- Please see Appendix B

### **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- Appendix A: Bid Cover Page
- Appendix B: Detailed Specifications
- Appendix C: Cost Response
- Appendix D: Municipality Participation
- Appendix E: Economic Impact value total if over \$100,000

### **3. Master Agreement Term**

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for two renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

| <b>Period</b>                 | <b>Start Date</b> | <b>End Date</b> |
|-------------------------------|-------------------|-----------------|
| Initial Period of Performance | 4/18/16           | 4/17/17         |
| Renewal Period #1             | 4/18/17           | 4/17/18         |
| Renewal Period #2             | 4/18/18           | 4/17/19         |



#### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 2:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 2:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link:  
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

#### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.

- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. QUOTATION EVALUATION AND SELECTION

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State, **including a Bidder’s economic impact on the State (if instructed to do so in Appendix E)**. Once the goods or services have been determined to conform to the specifications listed, and other Best Value considerations have been made, then the Division will make its award decision based on the lowest price among the Bidders.
- b. Evaluating Economic Impact (for contract documents with a potential value over \$100,000): The bidder with the largest economic impact value total in Appendix B will have their total evaluated bid reduced by 10% (of their bid) for the purposes of comparison with other bids. Bidders with smaller economic impact values will have their total bid reduced by a fraction of 10%, calculated as shown below:
  - i. Economic impact value of bid being evaluated/Bid with largest economic impact value x 10% = Percentage decrease for bid being evaluated
  - ii. Example: Bid with largest economic impact: total bid = \$150,000; economic impact value \$350,000.
    - a) Total bid for evaluation = (10% x \$150,000 = \$15,000) = \$135,000
    - b) Bid being evaluated: \$140,000, economic impact value \$200,000
    - c) Total bid for evaluation = (\$200,000/\$350,000 = 0.57 x 10% = 0.057 x \$140,000 = \$8,000) = \$132,000
  - iii. Please note: if the State determines that the Bidder’s recent and/or projected economic impact information is deemed to be substantially inaccurate, then the State may not award any points for economic impact to that Bidder for the applicable section(s).
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.

- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

## **7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.



# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of General Services (“Bureau”), Division of Purchases (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).

6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

**D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response 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.

**E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

**F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II      CONTRACT ADMINISTRATION AND CONDITIONS**

### **A.    Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Purchases website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

### **B.    Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C.    Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders 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.”



### PART III APPENDICES

#### Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BID COVER PAGE**

|   |                   |  |
|---|-------------------|--|
| Bidder's Organization Name: M-B Companies, Inc.   |                   |  |
| Chief Executive - Name/Title: Terrence J Cosgrove, President  |                   |  |
| Tel: 920-898-1560   | Fax: 920-898-4588 | E-mail:  |
| Headquarters Street Address: 1615 Wisconsin Ave, PO Box 200   |                   |  |
| Headquarters City/State/Zip: New Holstein, WI 53061-0200  |                   |  |
| <i>(provide information requested below if different from above)</i>  |                   |  |
| Lead Point of Contact for Bid - Name/Title: Rose Shrimp, Assistant Secretary  |                   |  |
| Tel: 570-547-1621   | Fax: 570-547-1629 | E-mail: <a href="mailto:rshrimp@m-bco.com">rshrimp@m-bco.com</a> |
| Street Address: 79 Montgomery Street  |                   |  |
| City/State/Zip: Montgomery, PA 17752  |                   |  |
| ORDER CONTACTS: Joanne Edmonds, Parts Manager or BJ Rider, Parts Sales  |                   |  |
| Tel: 570-547-1621, x504 or x530; <a href="mailto:jedmonds@m-bco.com">jedmonds@m-bco.com</a> or <a href="mailto:brider@m-bco.com">brider@m-bco.com</a> |                   |  |

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

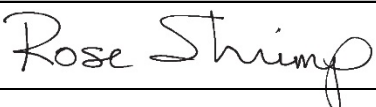
## Debarment, Performance, and Non-Collusion Certification

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

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

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

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

|   |                            |
|---|----------------------------|
| Name: Rose Shrimp   | Title: Assistant Secretary |
|   |                            |
| Authorized Signature:  | Date: March 15, 2016       |

**Appendix B**

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

**DETAILED SPECIFICATIONS**

**RFQ # 17A 1603020000000000587**

**Various Parts for Air Atomized Truck Mounted Paint Applicator  
System**

**SCOPE:** The State of Maine Division of Purchases is requesting quotations (also referred to herein as “bids”) on behalf of the State of Maine Department of Transportation (DOT, MDOT, or MaineDOT) for parts for their M-B Air Atomized truck Mounted Paint Applicator System

**PRICES:** Prices quoted by interested Bidders must remain firm for the contract period.

All Shipping And Handling Charges Are To Be Included In Bid Price.

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

**COST RESPONSE**

**RFQ # 17A 16030200000000000587**

**Various Parts for Air Atomized Truck Mounted Paint Applicator System**

Please fill out all required sections of this word document and attached excel spreadsheet and attach to your response in Vendor Self Service.



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

**Municipality Political Subdivision and School District  
Participation Certification**

**RFQ # 17A 16030200000000000587**

**Various Parts for Air Atomized Truck Mounted Paint Applicator System**

The Division of Purchases is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes with conditions as follows:

☐ No

Name of Company:

M-B Companies, Inc.

Address: 1615 Wisconsin Ave, New Holstein, WI 53061-0200

Signature: Rose Shimp

Date: March 15, 2016

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

**ECONOMIC IMPACT FORM**

**RFQ # 17A 16030200000000000587**

**Various Parts for Air Atomized Truck Mounted Paint Applicator System**

**Instructions**

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts "...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFQ, the term "economic impact" shall be defined as through the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Bidder's response, the Bidder shall provide the information requested below, describing the Bidder's recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.

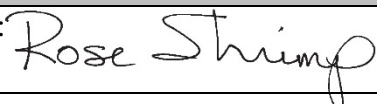
| <b>Economic Impact Factors</b>   | <b>Factors Expressed in Dollars</b> |
|--|-------------------------------------|
| Salaries paid to Maine residents in past 12-month period               | \$0.00                              |
| Payments made to Maine-based subcontractors in past 12-month period    | \$0.00                              |
| Payments of State and local taxes in Maine within past 12-month period | \$5,268.84                          |
| Payments of State licensing fees in Maine within past 12-month period  | \$ 150.00                           |
| <b>Total Economic Impact Value</b>                                     | <b>\$5,418.84</b>                   |

For the table above, the following definitions are provided:

- "Maine resident": any person whose primary residence is located within the State of Maine.
- "Maine-based": any organization whose primary operations are located within the State of Maine.
- "Past 12-month period": the past 12-months, starting on the date that the RFQ was publicly released.

**Certification Statement**

*To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.*

|   |                            |
|---|----------------------------|
| Name: Rose Shrimp   | Title: Assistant Secretary |
|   |                            |
| Authorized Signature:  | Date: March 15, 2016       |

## Corporate Resolution

**Resolved**, that the following officer of M-B COMPANIES, INC. a/k/a M-B COMPANIES, INC. OF WISCONSIN a/k/a M-B COMPANY, INC. OF WISCONSIN a/k/a M-B COMPANY, INC., a Wisconsin corporation, to-wit: Rose Shrimp, Assistant-Secretary, is hereby authorized for and on behalf of and in the name of said corporation to execute Invitation for Bids and contracts on behalf of the M-B Companies, Inc.

I, Terrence J. Cosgrove, do hereby certify that I am the duly elected and qualified president of said corporation and custodian of the records of M-B COMPANIES, INC. a/k/a M-B COMPANIES, INC. OF WISCONSIN, a/k/a M-B COMPANY, INC. OF WISCONSIN, a/k/a M-B COMPANY, INC., a Wisconsin corporation, organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted in accordance with the law and the By-Laws of said corporation.

IN WITNESS WHEREOF, I have affixed by name as president of the corporation.

2/7/07

Date

Terrence J. Cosgrove, President

I, Terrence J. Cosgrove, President of said corporation, do hereby certify that the foregoing is a true copy of the resolution passed as above set forth.

2/7/07

Date

Terrence J. Cosgrove, President