



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24121300000000000062

COMMODITY/SERVICE DESCRIPTION: Culvert Thawers

START DATE: 1/1/2025

END DATE: 12/31/2029

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

STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Office of State Procurement Services

ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta

STATE: ME

ZIP CODE: 04333-009

PROVIDER

PROVIDER NAME: Power Washer Sales, LLC

ADDRESS: 168 Ayer Road

CITY: Littleton

STATE: MA

ZIP CODE: 01460

PROVIDER'S VENDOR CUSTOMER #: VS0000014335

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

Department Representative:

DocuSigned by:

David Morris

12/27/2024

2A644AF5681F482...

David Morris, Acting CPO

Date

Provider Representative:

Signed by:

Mark Casey

12/27/2024

AA11F624FEE24E2...

Mark Casey, Account Manager

Date

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

DEPARTMENT AND PROVIDER POINT OF CONTACT

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

NAME: Sherri Brooker, Procurement Analyst II	
EMAIL: Sherri.L.Brooker@maine.gov	TELEPHONE: 207-446-2644

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: Mark Casey, Account Manager		
EMAIL: Mark@Powerwashersales.com	TELEPHONE: 800-447-1226	
ADDRESS: 168 Ayer Road		
CITY: Littleton	STATE: MA	ZIP CODE: 01460

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

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions or Participating Addendum if MA Terms and Conditions Are included
<input checked="" type="checkbox"/>	Rider D – Maine DOT Certification – RFQ 17D 241113*0115
<input checked="" type="checkbox"/>	Rider E – Terms & Conditions – RFQ 17D 241113*0115
<input checked="" type="checkbox"/>	RIDER G – Debarment, Performance, and Non-Collusion Certification

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

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I. COMMODITY: Culvert Thawing Equipment

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

II. CONTRACT PERIOD:

Start 1/1/2025 through 12/31/2025

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) extension periods.

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

III. EXTENSION COST DETAIL

N/A

IV. AUTHORIZED USER:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☒ Are permitted to utilize this MA as written.

V. ORDERING PROCEDURES:

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

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

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

Delivery Locations: The vendor must deliver to any State of Maine facility.

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

VI. SPECIFICATIONS/SCOPE OF WORK:

A. -Culvert Thawing Package

1. DESCRIPTION

Self-contained high pressure, hot water culvert thawer, capable of generating 3,000 PSI of hot water at a minimum of five (5) gallons per minute and at sufficient temperature to melt ice in a solidly frozen culvert. The washer shall be mounted in an MDOT supplied enclosed trailer with a 300-gallon tank and anti-freeze kit. The unit must be designed and constructed for extreme, heavy-duty use. All standard features as advertised shall be included on this entire unit whether asked for or not within these specifications. This unit must meet or exceed all applicable OSHA, Federal and State codes, laws and requirements.

Aladdin

CLEANING SYSTEMS

45

SERIES



SELF CONTAINED PRESSURE WASHER | Specification

GENERAL					ENGINE/BURNER SYSTEM						DIMENSIONS/WEIGHT			
Model	GPM	PSI	HP	Drive	Volt	Engine	Engine Start	Fuel Engine/Burner	BTU	Stack Size	L	W	H	Lb
45-535GV	5	3500	18	Belt	110	Vanguard	Electric	Gas/Oil	465,000	8"	45"	45"	45"	950
45-530GV-C	5	3000	18	Clutch	110	Vanguard	Electric	Gas/Oil	465,000	8"	45"	45"	45"	965
45-535GH	5	3500	20	Belt	110	Honda	Electric	Gas/Oil	465,000	8"	45"	45"	45"	950
45-530GH-C	5	3000	20	Clutch	110	Honda	Electric	Gas/Oil	465,000	8"	45"	45"	45"	965
45-530GD	5	3000	13.5	Belt	110	Kubota	Electric	Diesel/Oil	465,000	8"	45"	45"	45"	1025
45-530GD-C	5	3000	13.5	Clutch	110	Kubota	Electric	Diesel/Oil	465,000	8"	45"	45"	45"	1040
45-630GV	6	3000	23	Belt	110	Vanguard	Electric	Gas/Oil	562,000	8"	45"	45"	45"	950
45-630GH	6	3000	20	Belt	110	Honda	Electric	Gas/Oil	562,000	8"	45"	45"	45"	950
45-630GD	6	3000	20.4	Belt	110	Kubota	Electric	Diesel/Oil	562,000	8"	45"	45"	45"	1100

FEATURES (not shown on breakout)

- Automotive Quality Powder Coat Frame
- Electric Start
- Fuel Efficient Combustion Chamber
- Pressure Atomized Burner
- ASTM A53 Schedule 80 Steel Heating Coil
- Shock Absorbing Engine Base
- Trigger Gun Control
- Variable Pressure Wand
- Vertical Fired Coil
- Wire Braid Discharge Hose

- Belt Driven Pump
- Low Oil Engine Protection
- Water Separating Fuel Filter
- High Limit Temp. Shutoff
- Low Water Shutoff Protection
- Adjustable Temp. Control
- Automatic Electric Burner Ignition
- Extended Engine Oil Drain
- Stainless Steel Control Panel
- Calibrated Detergent Mixing Valve

- Stainless Steel Float Tank
- High Limit Temp. Shutdown
- Diagnostic Control Panel
- Zero Pressure Unloader
- GFCI Protected Auxiliary Outlets
- Heavy Duty Skid Base
- Lifting Eyes
- Easy Access Service Door
- Cad Cell Flame Sensor
- Multi Gun Operation



A Closer Look at the Features



Durable Powder Coated Heavy Duty Roll Cage Frame
Prevents frustration due to loose bolts & rusty wear points.



Stainless Steel Nozzles Panel
mounted to be handy & accessible.



Soap Control
Allows for the precise metering of your expensive soap.



Hour Meter
Allows you to keep track for periodic maintenance.



Stainless Steel Combustion Chamber Wrapper
Maintenance free, durable protection.



Removable Poly Fuel Tanks
Prevents corrosion saving costly replacement.



High Efficiency Burner
Conserve fuel & your dollars.



Exclusive Coil Design
Heats water quicker & more efficiently.



Optional Clutch Drive
Save money by lengthening the life of your pump.



Pressure Relief Valve
Prevents injury & cost due to an over-pressurized system.



Panel Mounted Controls
Handy & accessible for your ease of use.



Enclosed Battery Box
Protects your battery from exposure to fluids.



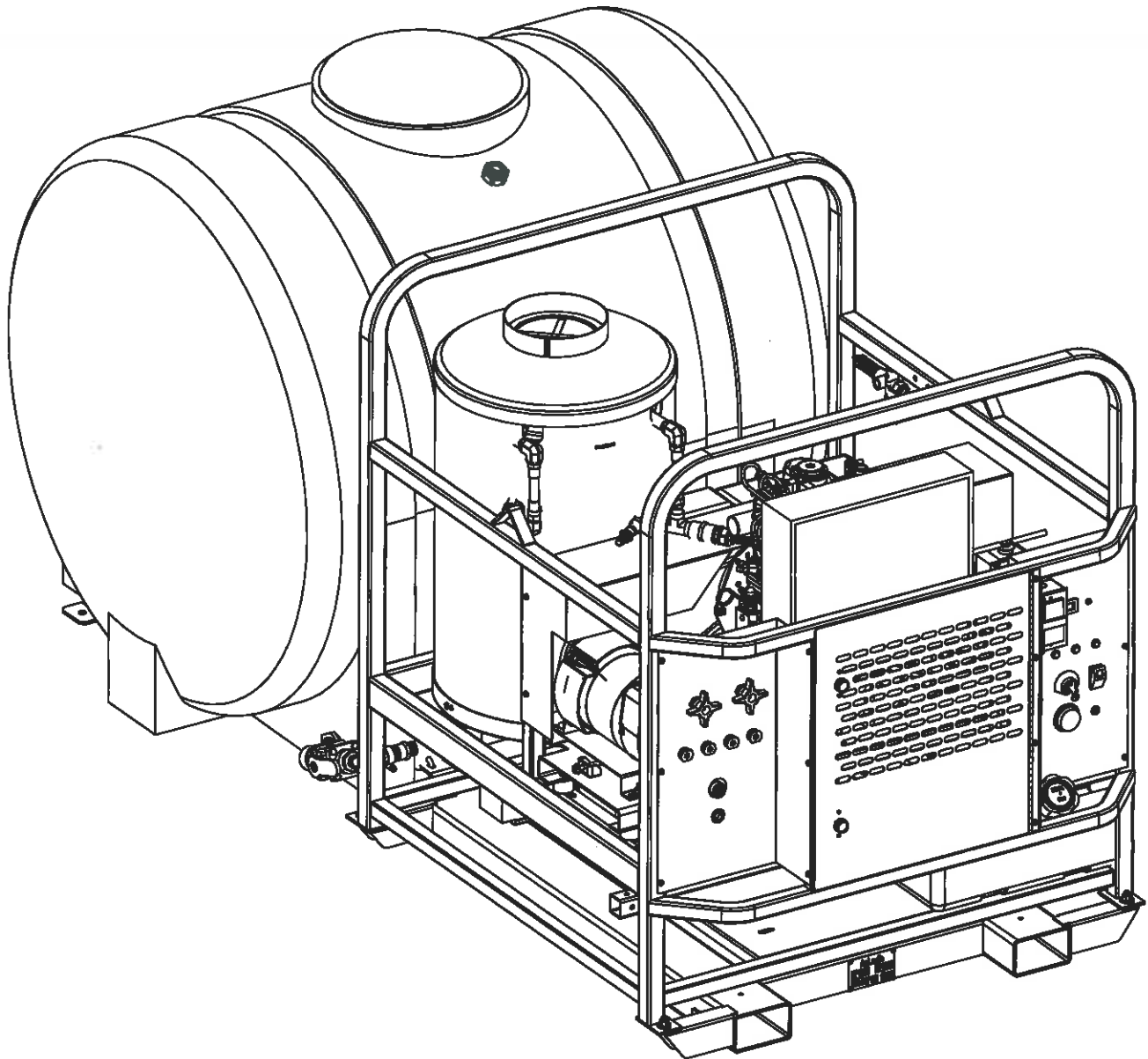
Industrial Strength Triplex Pump
Built strong to handle the toughest demands.



Configured for you by:

Team Aladdin ELITE
DISTRIBUTOR
AUTHORIZED

**IMAGE FOR ILLUSTRATION PURPOSES
ONLY: NOT ALL REQUIRED
SPECIFICATIONS ARE SHOWN**



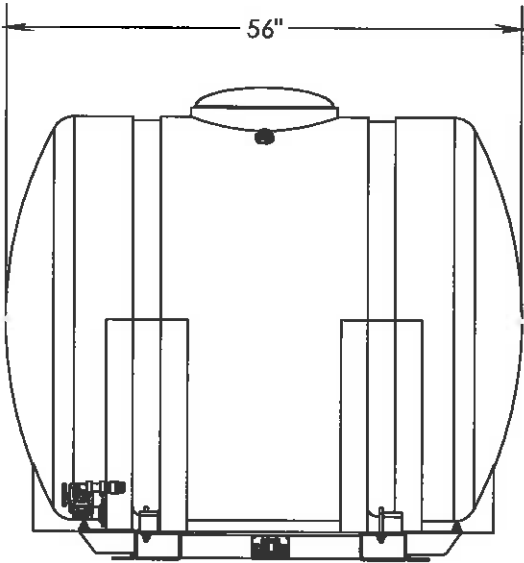
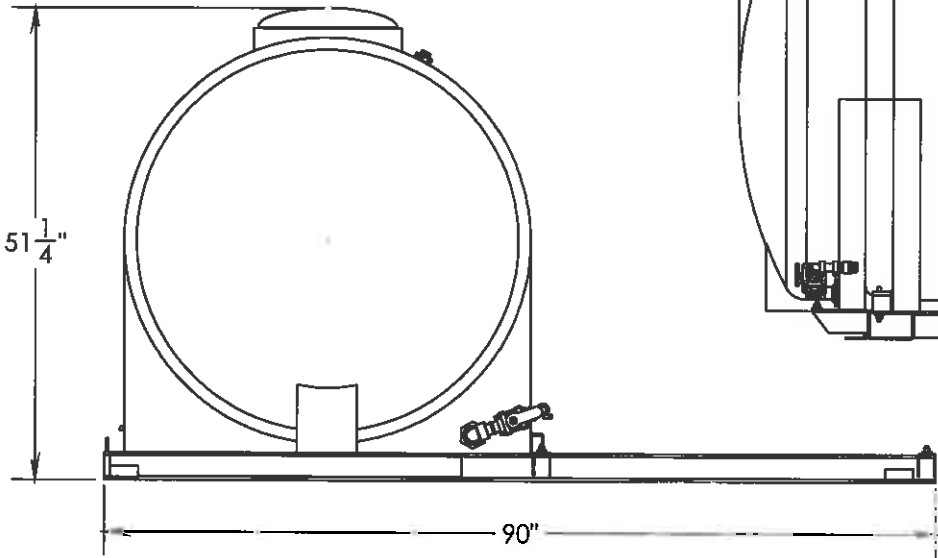
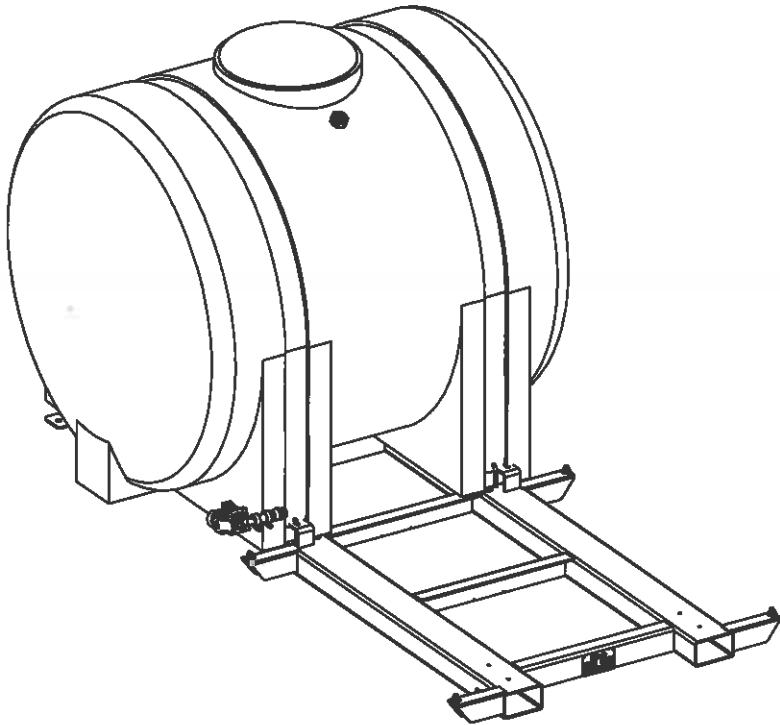
DESCRIPTION:
ENT. V-LB 8' POD-LB 335
GL TANK

DESCRIPTION 2:
(SP4-3142A 45-530GD)

DRAWN BY:
BH
DATE:
11/21/2024

DRAW #:
APOD4-0012

IMAGE FOR ILLUSTRATION PURPOSES
ONLY: NOT ALL REQUIRED
SPECIFICATIONS ARE SHOWN



DESCRIPTION:
ENT. V-LB 8' POD-LB 335
GL TANK

DESCRIPTION 2:
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DRAWN BY:
BH
DATE:
11/21/2024

DRAW #:
APOD4-0012



New Machine Warranty Policy

AaLadin Industries Incorporated warrants each new machine manufactured by AaLadin Cleaning Systems to the original purchaser to be free from manufacturing defects in materials and workmanship for the periods specified below. Said warranty is in effect from the date of original purchase and applies to the original components only.

Seven (7) Years Parts and One (2) Years Labor:

- Drive End of Belt Driven Pumps

Five (5) Years Parts and One (2) Year Labor:

- | | | |
|----------------|-----------------|-----------------------|
| - Belt Guards | - Fuel Tank | - Pump Drive Assembly |
| - Coil Wrapper | - Pump Manifold | - Frame |

Three (3) Years Parts and One (1) Year Labor:

- | | | |
|--------------------|------------------|-------------------|
| - Burner Fuel Pump | - Burner Motor | - Burner Solenoid |
| - Heating Coil | - Diesel Engines | |

Two (2) Years Parts and One (1) Year Labor:

- Plumbing Components

One (1) Year Parts and One (1) Year Labor:

- | | | |
|----------------------|---------------------------|--------------|
| - Burner Transformer | - Alternators | - Pulleys |
| - Float Valve | - Safety/Control Switches | - Thermostat |

Ninety (90) Days Parts:

- | | | |
|---------------|------------------|--------|
| - Trigger Gun | - Unloader Valve | - Wand |
|---------------|------------------|--------|

This Warranty does not apply to quick couplers, wearable pump parts, hard-water damage, clogged heating coils, hoses, O-rings, failures due to contaminated oil or fuel, the use of incompatible oil or fuel, clogged filters, drive belts, nozzle wear, gauges or improper chemical use.

AaLadin Cleaning Systems' obligation under this Warranty is expressly limited at our option, to the replacement or repair at a service facility designated by us, of such part or parts, as inspection shall disclose to have been defective. This Warranty does not apply to defects caused by damage, neglect or unreasonable use including failure to provide reasonable and necessary maintenance. Labor covered under this Warranty is at a rate determined and set by us, any additional labor cost will be the responsibility of the owner. Any parts replaced under this Warranty will assume the remainder of the original parts warranty.

Any implied or statutory warranties, including any warranty of merchantability or fitness for a particular purpose, are expressly limited to the duration of this written Warranty. We make no other expressed Warranty, nor is anyone authorized to make any on our behalf. We make no Warranty with respect to trade accessories; they are subject to the warranties of their manufacturers.

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 minimum. 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

	1.0 Engine	Abbreviation	Actual Dimension	Notes
1.1	4 cycle liquid cooled diesel fueled engine of sufficient horsepower, torque and RPM's to adequately power the unit under all operating conditions.	X		
1.2	Engine shall meet all required Federal / State emission standards.	X		
1.3	The engine shall be exhausted through the trailer floor to meet fire code.		N/A	Will be connected to burner exhaust.

1.4	Engine shall have electric start; battery shall have a minimum of 1,000	X - DI		
1.5	Shall have a 12 Volt electrical system with a 40-amp alternator minimum.	X		
1.6	Engine liquid cooling system shall have protection to -30° degrees Fahrenheit with extended life anti-freeze.	X		
1.7	Engine gauge cluster (volt / amp meter, oil pressure, temperature gauge, minimum) required.	X		
1.8	Engine shall be equipped with glow plug(s) for cold weather starting.	X		
1.9	Unit shall have a lockable master battery disconnect switch.	X		
1.10	Engine shall have low oil / high temperature shut down system.	X		
1.11	Engine shall have water separating type fuel filter.	X		
1.12	Engine shall have easily accessible spin on type heavy duty oil filter(s).	X		
1.13	Engine shall be designed to use diesel fuel and a 50/50 blended diesel fuel in cold weather.	X		
1.14	The air cleaner shall be a dual element system equipped with a restriction indicator that can be verified visually.	N/A		Not available from Kubota

	2.0 Heating Unit	Abbreviation	Actual Dimension	Notes
2.1	The heating unit shall be diesel fired and shall be designed to use 50/50 blend diesel fuel in cold weather.	X		
2.2	Heating unit shall have a heavy-duty steel frame to withstand extreme road conditions and extend longevity (square tube frame preferred or approved equal).	X		
2.3	Unit heating coil to consist of approximately 168ft of schedule 80 steel pipe capable of maintaining a minimum of 130° Fahrenheit temperature rise and to be equipped with a stainless-steel coil wrap.	X		176 ft
2.4	Shall be equipped with all proper safety devices and controls required by Federal and State laws, rules, and regulations must be included.	X		
2.5	The exhaust for the burner must be routed through the floor and away from the operator's station at the rear of the trailer. A metal asbestos liner shall be used for the full length of the stack.	N/A		Exhaust to upper corner of back door is best, otherwise wall outlet
2.6	All combustible material must be protected from the burner exhaust.	X		
2.7	Burner shall operate on 115 volts AC.	X		
2.8	The burner generator must be sized to also accommodate a 2-amp battery charger and 115-volt work light (2800 Watt minimum.)	X		2400 watt will run led light from outlets on panel
2.9	A fire extinguisher of adequate capacity shall be mounted inside the trailer in an easily accessible location.	X		

	3.0 Fuel Tank	Abbreviation	Actual Dimension	Notes
3.1	A common fuel tank for powering the diesel engine and providing burner fuel must be provided.	X		
3.2	The tank must be sized to provide a full day's work without refueling. This shall be assumed to mean the continuous operation of both the engine and the burner for a minimum of four (4) hours.	X		
3.3	Provisions must be made to allow fueling externally through the trailer wall with an automotive type of diesel fuel fill connected to the fuel tank by a properly sized fuel hose.	N/A		Fuel fill will be inside rear door
3.4	The fuel fill shall be properly vented and capable of being fueled at a rate of five (5) gallons per minute, without splash back.	X		
	4.0 Controls	Abbreviation	Actual Dimension	Notes
4.1	All operating controls and gauges must be accessible through the rear of the trailer doors while the operator is standing on the ground.	X		
4.2	A 4,000 PSI manual shutoff valve for the discharge hose shall be provided between the burner unit and the hose reel.	X		
	5.0 Water Tank	Abbreviation	Actual Dimension	Notes
5.1	Approximately 300-gallon capacity securely mounted over the wheel axles.	X		
5.2	Tank shall be fastened to the floor in such a manner as to prevent a full tank from breaking free under sudden braking conditions.	X - DI		Strapped to steel frame - bolted to floor
5.3	An easily accessible drain valve shall be installed through the trailer floor.	X - DI		

5.4	An easily accessible inline filter for tank filling shall be included and designed to filter any particles that cause plugging of any part of the system.	X		
5.5	The inline filter shall be of a common type or variety that is readily available.	X		
56	A connection for a common garden hose shall be provided through the trailer wall for filling the tank. The connection must be clearly marked.	DI		Water inlet plumbed to inside of rear door
5.7	Anti-freeze protection must be provided for the heating coils, water pump, lines, and any other components that are readily susceptible to freezing.	X		6 gal Anti-freeze tank on machine
6.0 Hose Reel, Wand, Nozzles, and Pipe		Abbreviation	Actual Dimension	Notes
6.1	Manual rewind hose reel with 100 feet of high-pressure hose shall be included and mounted on the floor at the rear of the trailer.	X-DI		Steel Gosh 2010105
6.2	Reel shall be of sufficient size to contain 100 feet of the appropriate hose.	X		
6.3	A standard wand design for washing equipment shall be included.	X		
6.4	Attachment of either pipe or wand to the hose shall be accomplished with a quick coupler connection.	X		
6.5	Three (3) nozzles specifically designed for thawing culverts shall be provided.	X-DI		
6.6	The culvert nozzles shall be made of high-density steel with an orifice in line with the hose and at least four (4) orifices that direct water back and toward the side. A method that documents the relative hardness of the nozzles shall be provided with the bid.	X-DI		documentation not available

6.7	Four (4) ten-foot lengths of ½" black iron pipe with quick coupler connections, O-ring seated, for attaching one pipe to another shall be provided. The pipe shall also accept the nozzle and / or quick coupler mentioned earlier.	X		
	7.0 General	Abbreviation	Actual Dimension	Notes
7.1	Bidders shall supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site or a standard brochure).	X		
7.2	These specifications are minimum, and bids will be evaluated based on price, warranty, manufacturers performance data, delivery schedule (delivery schedule may affect the award), parts availability and other items deemed appropriate.	X		
7.3	Vendor to provide training at a later date, but within eight (8) weeks of delivery (unless other arrangements are required and approved by the vendor and MDOT Fleet Services).	X		
7.4	MDOT Fleet Services require that all training be performed by factory trained and certified personnel.	X		
7.5	Two (2) each of the owners / operator manual, service manual and parts manual are to be supplied for each of the components including the trailer (one of each may be a CD).	X		
7.6	All required safety, hazard, informational and warning decals must be installed.	X		
7.7	Maine DOT Fleet Services reserves the right to pre-inspect the equipment before delivery.	X		
7.8	All bid pricing will include shipping and delivery to:	X		

7.9	Maine DOT Fleet Service, 66 Industrial Drive Augusta, Maine, 04330. Upon delivery of unit or units all necessary paperwork such as Certificate of Origin (title), dealer's certificate, and billing invoices shall accompany unit or units.	X		
	8.0 WARRANTY	Abbreviation	Actual Dimension	Notes
8.1	Terms and conditions of warranty must be provided with the bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
8.2	In-Service Date: Warranty on vehicles/equipment (not placed in service immediately because of time lag due to installation of MDOT components, special equipment, other delays) to be warranted from the date the equipment is actually placed in service. MaineDOT Fleet Services Augusta will notify the vendor in writing of "in service" date.	X		
8.3	During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and all warranty "in house" to meet operational needs with pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual OEM parts may be supplied at no cost by the manufacturer, dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.	X		
	9.0 TRAINING	Abbreviation	Actual Dimension	Notes
9.1	All manufacturer's training programs being offered, to be defined in detail and a written proposal of what those programs will entail and submitted with bid packet.	N/A		

9.2	Training for Operation and Maintenance personnel to be performed by a factory certified trainer only. To include a minimum of 2 hours of training to take place within the 5 MaineDOT Regions within the State. This Training may be videotaped by MaineDOT for future use by MaineDOT trainers.	X		
9.3	Any applicable training material, (i.e., video tapes, manuals, CD, etc.) which is available for the components, systems or equipment, etc. must be supplied by the vendor, manufacturer, or dealer to MaineDOT with written permission for MaineDOT to duplicate such at will for in-house usage/training.	X		
	Option #1 Purchased & Installation of Culvert Thawer in DOT Supplied Trailer			\$34,335.00
	Option #2 Purchase of Culvert Thawer "Minus Installation"			\$32,835.00

VII. CONTRACTED PRICING/RATES

Contracted pricing is attached as a separate document.

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

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

VIII. AMENDMENTS TO SPECIFICATIONS/SCOPE OF WORK

N/A

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

N/A

RIDER D MAINE DOT CERTIFICATION

Appendix D

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

MaineDOT CERTIFICATION

**RFQ # 17D 241113*0115
Culvert Thawers**

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

11/26/24

Printed name of Person Bidding

Authorized Signature

Title

CEO

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.

EQUIPMENT:

1. **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)**

Call 800 447 1226

2. **EQUIPMENT INFORMATION:**

YEAR: 2005 EQUIPMENT MAKE: Aladdin

EQUIPMENT MODEL: 455306D

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

4. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

See attached

5. **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.

Paceer Western Sales, 168 Ayer Rd, Littleton, MA

WARRANTY AND SERVICE FACILITIES

01460

ADDRESS 1:
ADDRESS 2:
ADDRESS 3:
ADDRESS 4:
ADDRESS 5:

No locations in Maine

CONTACT NAME:

Mark Casey

TELEPHONE:

800 447 1226

EQUIPMENT PARTS PROVIDER: Power Washer Sales LLC
 ADDRESS: 168 Ayer Rd, PO Box 1542, Littleton, MA 01460
 CONTACT NAME: Mark Casey TELEPHONE: (800) 447 1226

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.

Mrs 7A-5P

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.

No locations in Maine

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

Dated 11/26/24

Signature

Print Name

Company Name

Mark Casey

Power Washer Sales LLC

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.

Exceptions noted on Technical Specification Sheet

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

Dated 11/26/24

Printed name of Person Bidding

Authorized Signature

Title

Mark Casey

CEO

RIDER E: MAINE DOT TERMS & CONDITIONS

Appendix E

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

MaineDOT TERMS and CONDITIONS

**RFQ # 17D 241113*0115
Culvert Thawers**

A. AGREEMENT

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

B. INDEPENDENT CAPACITY

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

C. STATUS REPORTS

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

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

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

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

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

D. PAYMENT AND OTHER PROVISIONS

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

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

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

E. WARRANTY

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

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

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

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

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

F. DAMAGES

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

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

G. SET-OFF RIGHTS

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

H. FORCE MAJEURE

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

I. INDEMNIFICATION

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

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

J. DEFAULT, TERMINATION

- 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 LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

N. CLAIMS AND DISPUTES

General

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

Negotiation with MaineDOT's Fleet Representative

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

Review by Director

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

O. CONTROLLING LAWS

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

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

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

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

Q. SEVERABILITY

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

R. NON-WAIVER

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

Name of Company: Power Water Sales LLC

Address: 168 Anger Rd, Littleton, MA 01460

Signature:



Date:

11/26/24


RIDER G: 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: Mark Casey	Title: CEO
Authorized Signature: <small>Signed by:</small>  <small>AA11F624FEE24E2...</small>	Date: 12/27/2024