

MA 18P 19012900000000000091
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/13/19

Expiration Date: 02/28/21

Master Agreement Description: Waste Oil Furnace - CB-3500

Buyer Information

Terry Demerchant	207-624-7334	ext.	TERRY.L.DEMERCHANT@MAINE.GOV
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Issuer Information

Cheryl Whittington	207-624-8261	ext.	Cheryl.A.Whittington@Maine.gov
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Requestor Information

Cheryl Whittington	207-624-8261	ext.	Cheryl.A.Whittington@Maine.gov
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Agreement Reporting Categories

Reason For Modification: 1st renewal of contract

Authorized Departments

17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000024946

Vendor Name

DIRIGO WASTE OIL

Alias/DBA

Vendor Address Information

92 COLLEGE AVE

WATERVILLE, ME 04901

US

Todd Atwood
207-873-0881 **ext.**
dirigowasteoil@roadrunner.com

Commodity Information

Vendor Name: DIRIGO WASTE OIL

Commodity Code: 17536

Commodity Specifications:

Commodity Extended Description:

Delivery Days	Free On Board
14	

Catalog Name	Discount	
Clean Burn Wast Oil Furnace	0.0000	%
	Discount Start Date	Discount End Date
	02/13/19	02/28/21

Please see authorized signatures displayed on the next page

State of Maine - Department of Administrative and Financial Services

Jaime C. Schorr, Chief Procurement Officer

Print Representative Name and Title



JANET T. MILLS
GOVERNOR

STATE OF MAINE
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES
9 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0009

ADMINISTRATIVE & FINANCIAL SERVICES

KIRSTEN LC FIGUEROA
COMMISSIONER

DIVISION OF PROCUREMENT SERVICES

LAURIE A. ANDRE
DIRECTOR

January 9, 2020

Dirigo Waste Oil
92 College Ave
Waterville ME 04901

Re: Contract # MA - 18P – 1901290000000000091

Dear Mr. Atwood;

The State of Maine would like to extend Contract (Master Agreement) # MA 18P 190129*091 with your company for a period of one year ending 02/29/2021. Unless otherwise requested, the contract extension would be at existing terms and conditions. At this time, we are inquiring if your company can extend with **lower pricing**. If lower pricing is not available, we **may** have to go back out to bid. The resulting pricing structure will be firm for the 1 year.

If you agree to extend this contract, please use the DocuSign to submit your signature. If you are unable to extend this contract, please advise us as soon as possible so that we can issue a new bid for a contract.

Please respond to the extension request by the close of business Friday, January 17, 2020. Failure to do so may force us put the items covered on the contract back out to bid.

If you have any questions, please call me at (207)624-7334.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in cursive script that reads 'Terry DeMerchant'.

Terry DeMerchant
Procurement Analyst Manager
Division of Procurement Services

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 190129*091

Tel. (207) 624-7334

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Waste Oil Furnace - CB-3500


Contractor: Dirigo Waste Oil

Contract Period Extended To: 02/29/2021

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 190129*091 through February 29, 2021 with all terms, conditions remaining as shown in the original contract.

By: (Print Name) Todd Atwood
By: (Signature) 
E-mail Address: dirigowasteoil@roadrunner.com
Date: 1/9/2020

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

Period	Start Date	End Date
Initial Period of Performance	February 13, 2019	February 29, 2020
Renewal Period #1	March 1, 2020	February 28, 2021
Renewal Period #2	March 1, 2021	February 28, 2022

COMMODITY ITEM: Waste oil Furnaces – Clean Burn CB-3500

CONTRACT PERIOD: Through February 29, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

CONTACT PERSON: The 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 this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: Todd Atwood, **Tel:** 207-873-0881, **Email:** dirigowasteoil@roadrunner.com

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

PRICES: Prices are to be net including transportation charges fully pre-paid by the contractor FOB destination and are to remain firm for the duration of the contract period.

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

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

DELIVERY: The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. MaineDOT's primary delivery points are Scarborough, Washington, Dixfield, Bangor and Caribou. These locations are not locked in and could change upon request. **All ordering locations REQUIRE 24 hours' notice prior to deliver.**

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Waste Oil Furnace - Clean Burn CB-3500	Shipped FOB Destination to all regions	EA	\$10,506.05	14
Waste Oil Furnace - Clean Burn CB-3500 W/CB-3500 Trade In	Shipped FOB Destination to all regions	EA	\$9,506.05	14
Waste Oil Furnace - Clean Burn CB-3500 W/Qualified Trade In	Trade in includes any model up to CB-3500.	EA	\$10,006.05	14
Waste Oil Furnace - Clean Burn CB-3500 W/Trade In	Shipped FOB Destination to all regions	EA	\$9,506.05	14

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 “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “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” or “Agreement” 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 Contractor.
- 2. WARRANTY:** The Contractor 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 the Division, 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 Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor 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. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor 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. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division 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 the Division.

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 Contractor's deliveries fail to meet such schedule, the Division, 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 Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor 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 the Division'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 Contractor 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 the Division. If the Contractor'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 Contractor 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 Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party 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. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

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. The Division of Purchases, 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 Contractor's expense. The Division 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 Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

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 also errors and 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 the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor 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: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because 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 the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement 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 Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division 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. The Division 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 Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. 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.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA— make sure Rider C is not checked in the Rider section

Appendix B

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

DETAILED SPECIFICATIONS

RFQ # 17D 190109-203
Waste Oil Furnace - CB-3500 or Approved Equal

Please download this document to your desktop, fill out required sections, and attach to your response in VSS, along with requested documents. (Attachment maximum size is 2mb each!) *For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.*

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- **Appendix A: Bid Cover Page and Debarment Form**
- **Appendix B: Detailed Specifications**
- **Appendix D: Maine Business and Economic Impact Consideration Form**
- **Appendix E: Municipality Political Subdivision and School District Participation Certification**
- **Appendix F: Certifications**
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

Bids missing these required documents may be rejected.

INTENT

The purpose and intent of this specification is to describe a warm air furnace that is fueled by waste oil products. It must be of rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The waste oil furnace must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (Prefer **Clean Burn Energy Systems Warm Air Furnace Model CB-3500 or approved equal**).

COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the waste oil furnace pursuant to these specifications.

Any part or detail which makes the waste oil furnace complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

CONFORMITY

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the waste oil furnace industry. All parts shall be new and in no case

will used, reconditioned or obsolete parts be accepted. The parts on all waste oil furnaces provided by the manufacturer should be interchangeable.

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

The following abbreviations must be used:		<table border="1"> <tr> <td>X</td> <td>Standard or as specified</td> </tr> <tr> <td>N/A</td> <td>Not Available</td> </tr> <tr> <td>DI</td> <td>Dealer Installed</td> </tr> <tr> <td>AE</td> <td>Approved Equal</td> </tr> </table>			X	Standard or as specified	N/A	Not Available	DI	Dealer Installed	AE	Approved Equal
X	Standard or as specified											
N/A	Not Available											
DI	Dealer Installed											
AE	Approved Equal											
	2.0 FURNACE PACKAGE	Abbreviation	Actual Dimension	Notes								
2.1	Shall have a used-oil firing burner	x										
2.2	Shall have a 65 to 200°F fan/limit control with an 8” insertion length	x										
2.3	Shall have a high limit switch	x										
2.4	Shall have an auxiliary high limit switch (automatic reset)	x										
2.5	Shall have a dpst contactor 120 vac/60hz/1ph with a 120 vac coil rated at 25 amps for up to 1.5 hp motors	x										

2.6	Shall have a dpst contactor 240 vac/60hz/1ph with a 120 vac coil rated at 30 amps for up to 3 hp motors	x		
2.7	Shall have a 45 to 90°F 24 vac wall-mounted digital thermostat with positive off position (non-mercury)	x		
2.8	Shall have a used-oil pump assembly with a 1/20 th hp motor at 377 rpm, TENV, DP, PSC, sealed, ball bearing, ccw-se rotation, 100 AC frame, parallel shaft, close coupled stud mounted, 3.42" diameter gear motor, with a 6 uf (mfd)/250 vac capacitor and a canister filter with a washable 100-mesh stainless steel screen filter element	x		
2.9	Shall have an oil vacuum gauge	x		
2.10	Shall have a ¾" x ¾" in-line brass check valve with a ¾" in-line washable 50-mesh stainless steel screen filter element for the check valve	x		
2.11	Shall have a blower kit with a 2 hp motor @ 1,725 rpm, TEFC, DP, sealed, PSC, ball bearing, cw-se rotation, 56H frame, resilient mounted, 6 ½" diameter fan motor, with one (1) 710-850 uf (mfd)/110 vac capacitor, and one (1) 30 uf (mfd)/240 vac capacitor, delivering 4,200 cfm of free air when used as a heater unit (no ductwork added). When adding ductwork and with orifice plate removed, ductwork sized for 0.25" W.C. to deliver 4,000 cfm of ducted air, or 0.40" W.C. to deliver 3,900 cfm of ducted air.	x		
2.12	Shall have a Field Type 'M', 8" barometric damper with an 8", 24-gauge galvanized sheet metal cap	x		
2.13	One (1) Operator's Manual	x		
2.14	Shall have burner oil line and air line components with miscellaneous bolts and fittings for assembly/installation of the appliance	x		

2.15	The design, materials and workmanship of the appliance, burner unit, and the various other accessories, as well as the installation of the appliance shall fully comply with the requirements of UL Standard 296A (Underwriter's Laboratories File # MH 15393 (N) and/or Underwriter's Laboratories of Canada File # CMP217) and NFPA 31 – Chapter 12 – Sections 12/1 through 12.4.3.	x		
	3.0 FURNACE	Abbreviation	Actual Dimension	Notes
3.1	Appliance shall be shipped factory assembled and pre-wired as a single, packages unit suitable for firing used-oils.	x		
3.2	Appliance shall be UL/ULC listed and tested to burn the used-oils as per NFPA 31, Chapter 12, Section 12.4.1, 12.4.2, and 12.4.3	x		
	4.0 CONSTRUCTION	Abbreviation	Actual Dimension	Notes
4.1	Appliance shall be of standard construction, having a three-pass heat exchanger, with a hinged, swing out front door for easy access and cleaning	x		
4.2	Combustion chamber shall be made of 11-gauge stainless steel and comes with a ceramic combustion target. The remainder of the appliance cabinet and flue tubes will be made from 16-gauge steel.	x		
4.3	Air discharge opening of appliance is a minimum of 20" wide x 20" long and shall come with a 90-degree elbow discharge chute with adjustable louvers. The chute/louver assembly must be removed when installing ductwork to the appliance.	x		
4.4	A 3" diameter opening, with a spring closing flame observation port door shall be provided at the front of the appliance. Port shall be located on the left side of the burner so that an inspection of the combustion	x		

	chamber area can be made, both when the appliance is in operation or at rest			
4.5	Front door shall be of a hinged, swing out design and shall be large enough to permit access for the purpose of removing ash and for inspection of the combustion chamber, ceramic combustion target, flue tubes, and the outer stainless-steel collar	x		
4.6	Front door panel shall be insulated with an approved insulation material, a 2" thick piece of 2,300 °F ceramic fiberboard	x		
4.7	Appliance shall be provided with a wrap around 22-gauge, galvaneal steel jacket with a baked-on powder coat finish	x		
4.8	<p>The size, capacity, and operation of appliance shall be designed as shown in the following:</p> <ul style="list-style-type: none"> a. 350,000 BTU/hr input rating b. 280,000 BTU/hr output rating c. 2.30 gph oil consumption d. Dedicated spst 30-amp electrical circuit requiring installation of a 10/3 copper power supply wire rated at 208-230 vac/60 hz/1ph e. 2.0 cfm compressed air requirement @ 25 psig f. 8" stack size g. Cabinet dimensions (from air discharge end) – 58" long x 35" wide x 36" high h. Overall dimensions (from air discharge end with both the burner and the blower assembly installed) – 74" long x 35" wide x 61" high i. Approximate shipping weight – 1,060 lbs. 	x		
5.0 USED-OIL BURNER		Abbreviation	Actual Dimension	Notes
5.1	Used-oil burner shall be UL/ULC listed and tested to burn the following used-oils: <ul style="list-style-type: none"> a. #2, #4, & #5 fuel oils b. Used crankcase oils up to SEA 50 weight 	x		

	c. Used automatic transmission fluids d. Used hydraulic oils			
5.2	Used-oil burner shall be constructed, wired, and fire tested by the manufacturer and certification to be provided to MaineDOT	x		
5.3	Used-oil burner shall be manufactured with with quantity, capacity, and ratings as per schedule	x		
5.4	Shall be equipped with a high resistance, flame retention, all stainless-steel firing head, with a conical stainless-steel diffuser, and shall operate with no moving parts. The flame pattern shall be such that impingement will not occur on the chamber walls at any load within the specified range of operating conditions.	x		
5.5	Used-oil burner nozzle assembly shall contain the oil nozzle, the nozzle adapter, the nozzle heater and thermostat, and the single piece electrode and shall be made in such a way as to allow the nozzle assembly to be removable from the burner as a single unit.	x		
5.6	Shall be equipped with both oil and air safety devices to prevent the operation of the burner should either of these items fail during their normal function. These devices shall be controlled by the oil primary control and will stop the operation of the burner upon flame or air failure.	x		
5.7	Used-oil burner shall be controlled by a flame sensor device (a cadmium sulfide cell), which will stop the burner when a flame failure occurs	x		
5.8	Flame sensor shall be connected to the primary safety control that shall fail in an open position and “lock-out” the control	x		
5.9	The primary safety control shall require the manual resetting of the safety switch anytime the burner has a no-oil or no-spark (ignition) condition	x		

5.10	If the primary safety control fails while in operation but the flame has been established and proven, the primary safety control shall be of a recycling type which will allow the burner up to three retries for ignition before the control will “lock-out”	x		
5.11	Primary safety control shall be completely wired and tested by the manufacturer for this safety function	x		
5.12	Each used-oil burner shall be fully in accord with the requirements of and approved by Underwriter’s Laboratories and Underwriter’s Laboratories Canada	x		
5.13	<p>The used-oil burner shall be factory fabricated and be complete with the following:</p> <ul style="list-style-type: none"> a. Single burner/fan housing assembly with side mounted combustion air inlets b. Stainless steel flame retention head c. Hinged swing out mounting bracket d. 4-wire power cord disconnect assembly with connector plug and receptacle e. Burner motor with a 1/10th hp motor @ 3,000 rpm TENV, DP, PSC, sealed, ball bearing, ccw-se rotation, N frame, stud mounted, 3.3” diameter motor, with a 7.5 uf (mfd)/370 vac capacitor f. Integral squirrel cage draft fan g. Set of dual inner/outer combustion draft control plates h. Oil block assembly, heated i. 400-watt block heater, block mounted, thermostat controlled j. 120 °F block heater-proving switch, surface mounted k. 140 °F block thermostat, surface mounted l. Air regulator, surface mounted m. Oil solenoid, surface mounted n. Air solenoid, surface mounted 	x		

	<ul style="list-style-type: none"> o. Centrifugal proving switch, internally motor mounted p. 14,000 vac electric igniter q. 30 second safety timing, solid-state primary control with manual reset safety switch r. Cadmium sulfide flame sensor s. Single piece direct spark igniter t. Heated nozzle adapter, thermostat controlled u. Thermostat, nozzle adapter mounted v. 140-watt nozzle heater, nozzle adapter mounted, thermostat controlled w. 9-5 nozzle x. 0-15 psig oil pressure gauge, burner mounted y. 0-60 psig air pressure gauge, burner mounted z. Run time hour meter, burner mounted aa. Green indicator light for power on indication, burner mounted bb. Amber indicator light for oil pump on indication, burner mounted 			
	6.0 WARRANTY	Abbreviation	Actual Dimension	Notes
6.1	Manufacturer's standard warranty will apply.			
6.2	Please state terms and conditions of warranty with bid proposal.	x		

Appendix E

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 17D 190109-203
Waste Oil Furnace - CB-3500 or Approved Equal**

The Division of Procurement Services 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: Dirigo Waste Oil

Address: 92 College Ave Waterville, ME 04901

Signature: 

Date: 01/24/2019

Appendix F

RFQ # 17D 190109-203 Waste Oil Furnace - CB-3500 or Approved Equal

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

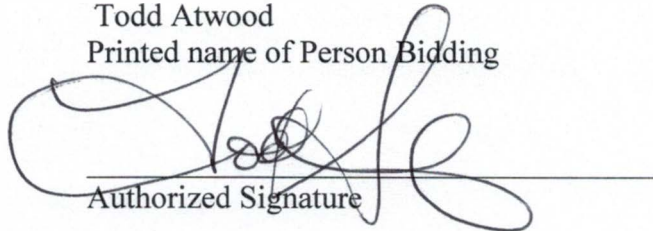
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

01/24/2019

Dated

Todd Atwood
Printed name of Person Bidding


Authorized Signature

Controller
Title

2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

1. **EQUIPMENT:** Clean Burn CB3500 Waste Oil Heater
2. **DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow**

for reimbursement of warranty claims)

3. EQUIPMENT INFORMATION:

YEAR: 2019 EQUIPMENT MAKE: Clean Burn

EQUIPMENT MODEL: CB3500

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

Cleaning every 1,000 hours

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

1 year part warranty – 10 year heat exchanger warranty

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

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 92 College Ave Waterville, ME 04901

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Todd Atwood

TELEPHONE: 207 873 0881

EQUIPMENT PARTS PROVIDER:

ADDRESS:

CONTACT NAME:

TELEPHONE:

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

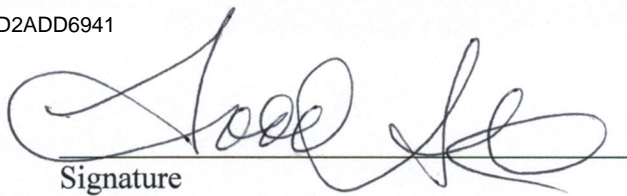
This form must be reproduced and completed for any additional equipment warranty/facility information.

01/24/19

State of Maine RFQ # 17D 190109-203

Rev. 3/19/2018

Dated



Signature

Todd Atwood
Print Name

Dirigo Waste Oil
Company Name

3.0 SPECIFICATION COMPLIANCE

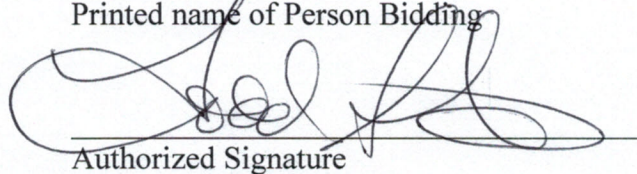
The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

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

01/24/2019

Dated

Todd Atwood
Printed name of Person Bidding



Authorized Signature

Controller
Title