

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 05/09/18**Expiration Date:** 05/08/20**Master Agreement Description:** Contract for 1 year for Cooper Tires and Tubes**Buyer Information**Donny Crockett 207-624-7336 **ext.** Donny.Crockett@maine.gov**Issuer Information**Joey Oneal 207-287-6524 **ext.** Joey.ONeal@maine.gov**Requestor Information**Joey Oneal 207-287-6524 **ext.** Joey.ONeal@maine.gov**Authorized Departments**

ALL

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

VC1000087410

Vendor Name

SUMMIT OF NEW ENGLAND

Alias/DBA**Vendor Address Information**

PO BOX 1561

BIDDEFORD, ME 04005

US

Vendor Contact Information

CHARLES LITROCAPES

283-1463 **ext.**

summitti@maine.rr.com

Commodity Information

Vendor Line #: 1

Vendor Name: SUMMIT OF NEW ENGLAND

Commodity Line #: 1

Commodity Code: 86305

Commodity Description: Contract for 1 year for Cooper Tires and Tubes

Commodity Specifications:

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

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0		
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Cooper	0.0000 %	
	Discount Start Date	Discount End Date
	05/09/18	05/08/20

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER R NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000087410	'90000032502	Summit of NewEngland	Cooper	90000032502	86305	Cooper Evolution Tour T 185/65R15	Tires	ea	\$ 62.33	5
VC1000087410	'90000032501	Summit of NewEngland	Cooper	90000032501	86305	Cooper Evolution Tour T 185/60R15	Tires	ea	\$ 63.63	5
VC1000087410	'90000032526	Summit of NewEngland	Cooper	90000032526	86305	Cooper Evolution Tour H 195/60R15	Tires	ea	\$ 61.97	5
VC1000087410	'90000032513	Summit of NewEngland	Cooper	90000032513	86305	Cooper Evolution Tour T 195/60R15	Tires	ea	\$ 57.53	5
VC1000087410	'90000032503	Summit of NewEngland	Cooper	90000032503	86305	Cooper Evolution Tour T 195/65R15	Tires	ea	\$ 59.51	5
VC1000087410	'90000032504	Summit of NewEngland	Cooper	90000032504	86305	Cooper Evolution Tour T 205/65R15	Tires	ea	\$ 67.69	5
VC1000087410	'90000032546	Summit of NewEngland	Cooper	90000032546	86305	Cooper Evolution Tour T 215/70R15	Tires	ea	\$ 70.54	5
VC1000087410	'90000008029	Summit of NewEngland	Cooper	90000008029	86305	Cooper Trendsetter SE 205/75R15	Tires	ea	\$ 72.35	5
VC1000087410	'90000032528	Summit of NewEngland	Cooper	90000032528	86305	Cooper Evolution Tour H 205/60R16	Tires	ea	\$ 74.89	5
VC1000087410	'90000032516	Summit of NewEngland	Cooper	90000032516	86305	Cooper Evolution Tour T 225/65R16	Tires	ea	\$ 82.54	5
VC1000087410	'90000032517	Summit of NewEngland	Cooper	90000032517	86305	Cooper Evolution Tour T 205/60R16	Tires	ea	\$ 74.79	5
VC1000087410	'90000032506	Summit of NewEngland	Cooper	90000032506	86305	Cooper Evolution Tour T 215/60R16	Tires	ea	\$ 73.54	5
VC1000087410	'90000032515	Summit of NewEngland	Cooper	90000032515	86305	Cooper Evolution Tour T 215/65R16	Tires	ea	\$ 75.24	5
VC1000087410	'90000032530	Summit of NewEngland	Cooper	90000032530	86305	Cooper Evolution Tour H 225/60R16	Tires	ea	\$ 80.89	5
VC1000087410	'90000032509	Summit of NewEngland	Cooper	90000032509	86305	Cooper Evolution Tour T 235/65R16	Tires	ea	\$ 85.86	5
VC1000087410	'90000032531	Summit of NewEngland	Cooper	90000032531	86305	Cooper Evolution Tour H 205/55R16	Tires	ea	\$ 78.74	5
VC1000087410	'90000032532	Summit of NewEngland	Cooper	90000032532	86305	Cooper Evolution Tour H 215/55R16	Tires	ea	\$ 84.51	5
VC1000087410	'90000032536	Summit of NewEngland	Cooper	90000032536	86305	Cooper Evolution Tour V 225/50R17	Tires	ea	\$ 100.65	5
VC1000087410	'90000032535	Summit of NewEngland	Cooper	90000032535	86305	Cooper Evolution Tour V 215/55R17	Tires	ea	\$ 94.37	5
VC1000087410	'90000032518	Summit of NewEngland	Cooper	90000032518	86305	Cooper Evolution Tour T 225/65R17	Tires	ea	\$ 97.57	5
VC1000087410	'90000032507	Summit of NewEngland	Cooper	90000032507	86305	Cooper Evolution Tour T 225/60R16	Tires	ea	\$ 75.68	5
VC1000087410	'90000032534	Summit of NewEngland	Cooper	90000032534	86305	Cooper Evolution Tour H 225/55R17	Tires	ea	\$ 102.24	5
VC1000087410	'90000032529	Summit of NewEngland	Cooper	90000032529	86305	Cooper Evolution Tour H 215/60R16	Tires	ea	\$ 73.12	5
VC1000087410	'90000029393	Summit of NewEngland	Cooper	90000029393	86305	Cooper Evolution Winter 215/60R16	Tires	ea	\$ 86.76	5
VC1000087410	'90000029569	Summit of NewEngland	Cooper	90000029569	86305	Cooper Evolution Winter 185/65R15	Tires	ea	\$ 70.73	5
VC1000087410	'90000029390	Summit of NewEngland	Cooper	90000029390	86305	Cooper Evolution Winter 195/60R15	Tires	ea	\$ 70.81	5
VC1000087410	'90000029404	Summit of NewEngland	Cooper	90000029404	86305	Cooper Evolution Winter 195/65R15	Tires	ea	\$ 72.55	5
VC1000087410	'90000029771	Summit of NewEngland	Cooper	90000029771	86305	Cooper Evolution Winter 205/60R15	Tires	ea	\$ 79.63	5
VC1000087410	'90000029773	Summit of NewEngland	Cooper	90000029773	86305	Cooper Evolution Winter 205/65R15	Tires	ea	\$ 76.75	5
VC1000087410	'90000029781	Summit of NewEngland	Cooper	90000029781	86305	Cooper Evolution Winter 215/70R15	Tires	ea	\$ 69.94	5
VC1000087410	'90000029772	Summit of NewEngland	Cooper	90000029772	86305	Cooper Evolution Winter 205/60R16	Tires	ea	\$ 83.91	5
VC1000087410	'90000029394	Summit of NewEngland	Cooper	90000029394	86305	Cooper Evolution Winter 225/60R16	Tires	ea	\$ 92.01	5
VC1000087410	'90000029794	Summit of NewEngland	Cooper	90000029794	86305	Cooper Evolution Winter 235/65R16	Tires	ea	\$ 103.90	5
VC1000087410	'90000029792	Summit of NewEngland	Cooper	90000029792	86305	Cooper Evolution Winter 235/60R16	Tires	ea	\$ 100.38	5
VC1000087410	'90000029775	Summit of NewEngland	Cooper	90000029775	86305	Cooper Evolution Winter 215/55R16	Tires	ea	\$ 100.88	5
VC1000087410	'90000029401	Summit of NewEngland	Cooper	90000029401	86305	Cooper Evolution Winter 215/50R17	Tires	ea	\$ 105.96	5
VC1000087410	'90000029745	Summit of NewEngland	Cooper	90000029745	86305	Cooper Evolution Winter 215/55R17	Tires	ea	\$ 106.39	5
VC1000087410	'90000029784	Summit of NewEngland	Cooper	90000029784	86305	Cooper Evolution Winter 225/50R17	Tires	ea	\$ 122.31	5
VC1000087410	'90000029785	Summit of NewEngland	Cooper	90000029785	86305	Cooper Evolution Winter 225/55R17	Tires	ea	\$ 110.09	5
VC1000087410	'90000029748	Summit of NewEngland	Cooper	90000029748	86305	Cooper Evolution Winter 225/65R17	Tires	ea	\$ 106.44	5
VC1000087410	'90000029391	Summit of NewEngland	Cooper	90000029391	86305	Cooper Evolution Winter 235/75R15	Tires	ea	\$ 84.94	5
VC1000087410	'90000029121	Summit of NewEngland	Cooper	90000029121	86305	Discoverer Evolution H/T 215/70R16	Tires	ea	\$ 96.42	5
VC1000087410	'90000032676	Summit of NewEngland	Cooper	90000032676	86305	Discoverer AT3 4S 215/70R16	Tires	ea	\$ 108.75	5
VC1000087410	'90000032691	Summit of NewEngland	Cooper	90000032691	86305	Discoverer AT3 4S 235/70R17 XL	Tires	ea	\$ 143.60	5
VC1000087410	'90000032684	Summit of NewEngland	Cooper	90000032684	86305	Discoverer AT3 4S 235/75R16	Tires	ea	\$ 122.56	5
VC1000087410	'90000032706	Summit of NewEngland	Cooper	90000032706	86305	Discoverer AT3 4S 245/65R17	Tires	ea	\$ 139.79	5
VC1000087410	'90000032591	Summit of NewEngland	Cooper	90000032591	86305	Discoverer AT3LT LT215/85R16E	Tires	ea	\$ 146.30	5
VC1000087410	'90000032576	Summit of NewEngland	Cooper	90000032576	86305	Discoverer AT3LT LT225/75R16E	Tires	ea	\$ 142.11	5
VC1000087410	'90000032577	Summit of NewEngland	Cooper	90000032577	86305	Discoverer AT3LT LT245/75R16E	Tires	ea	\$ 156.54	5
VC1000087410	'90000032594	Summit of NewEngland	Cooper	90000032594	86305	Discoverer AT3LT LT245/70R17E	Tires	ea	\$ 165.53	5
VC1000087410	'90000032595	Summit of NewEngland	Cooper	90000032595	86305	Discoverer AT3LT LT265/70R17E	tires	ea	\$ 180.72	5

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000087410	'90000032574	Summit of NewEngland	Cooper	90000032574	86305	Discoverer AT3LT LT265/70R16E	Tires	ea	\$ 156.25	5
VC1000087410	'90000032600	Summit of NewEngland	Cooper	90000032600	86305	Discoverer AT3LT LT245/75R17E	Tires	ea	\$ 180.27	5
VC1000087410	'90000032604	Summit of NewEngland	Cooper	90000032604	86305	Discoverer AT3LT LT275/70R18E	Tires	ea	\$ 200.89	5
VC1000087410	'90000002714	Summit of NewEngland	Cooper	90000002714	86305	Discoverer AT3 LT235/75R15C DISCONTINUED	Tires	ea	\$ 126.87	5
VC1000087410	'90000002992	Summit of NewEngland	Cooper	90000002992	86305	Discoverer M&S 215/70R16	Tires	ea	\$ 84.36	5
VC1000087410	'90000002999	Summit of NewEngland	Cooper	90000002999	86305	Discoverer M&S 235/75R16	Tires	ea	\$ 100.78	5
VC1000087410	'90000003007	Summit of NewEngland	Cooper	90000003007	86305	Discoverer M&S 245/65R17	Tires	ea	\$ 119.38	5
VC1000087410	'90000002997	Summit of NewEngland	Cooper	90000002997	86305	Discoverer M&S 265/70R16	Tires	ea	\$ 105.14	5
VC1000087410	'90000003011	Summit of NewEngland	Cooper	90000003011	86305	Discoverer M&S 255/70R17	Tires	ea	\$ 113.72	5
VC1000087410	'90000003020	Summit of NewEngland	Cooper	90000003020	86305	Discoverer M&S LT235/75R15C	Tires	ea	\$ 128.16	5
VC1000087410	'90000003021	Summit of NewEngland	Cooper	90000003021	86305	Discoverer M&S LT225/75R16E	Tires	ea	\$ 133.64	5
VC1000087410	'90000003023	Summit of NewEngland	Cooper	90000003023	86305	Discoverer M&S LT245/75R16E	Tires	ea	\$ 143.94	5
VC1000087410	'90000003030	Summit of NewEngland	Cooper	90000003030	86305	Discoverer M&S LT245/70R17E	Tires	ea	\$ 164.09	5
VC1000087410	'90000003033	Summit of NewEngland	Cooper	90000003033	86305	Discoverer M&S LT245/75R17E	Tires	ea	\$ 164.18	5
VC1000087410	'90000003031	Summit of NewEngland	Cooper	90000003031	86305	Discoverer M&S LT265/70R17E	Tires	ea	\$ 167.96	5
VC1000087410	'90000003036	Summit of NewEngland	Cooper	90000003036	86305	Discoverer M&S LT275/70R18E	Tires	ea	\$ 188.57	5
VC1000087410	'90000003097	Summit of NewEngland	Cooper	90000003097	86305	LT265/70R17 DISCOVERER STMAXX	Tires	ea	\$ 230.35	5
VC1000087410	'90000019971	Summit of NewEngland	Cooper	90000019971	86305	LT245/70R17 DISCOVERER STMAXX	Tires	ea	\$ 209.44	5
VC1000087410	'90000019866	Summit of NewEngland	Cooper	90000019866	86305	LT245/75R17 DISCOVERER STMAXX	Tires	ea	\$ 214.97	5
VC1000087410	'525	Summit of NewEngland	Cooper	525	86305	Light Truck Tire Studding	Studding	ea	\$ 19.95	5
VC1000087410	'550	Summit of NewEngland	Cooper	550	86305	Passenger Tire studding	Studding	ea	\$ 19.95	5

Division of Procurement Services
Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7336
Fax.# (207) 287-6578

Contract Number
MA 180508*132

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Contract for 1 year for Cooper Tires and Tubes

Contractor: SUMMIT OF NEW ENGLAND

Contract Period Extended To: 5/8/2020

Current Pricing: See Attached Spreadsheet

New Lower Pricing: Please Fill In Attached Spreadsheet with Updated Pricing

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

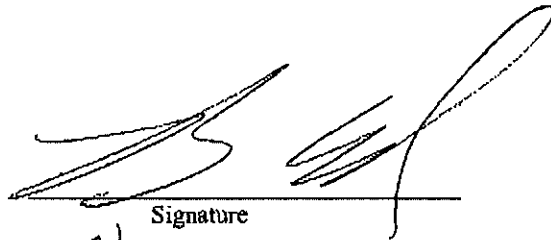
Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 180508*132 until May 8, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor:

By: Brian Arol
Printed


Signature

E-mail Address: Brianarol@hotmail.com

Date: 5-8-19

Dollar value the State has spent on this contract from 5/9/18 to present: \$ 22,092.03



Appendix A

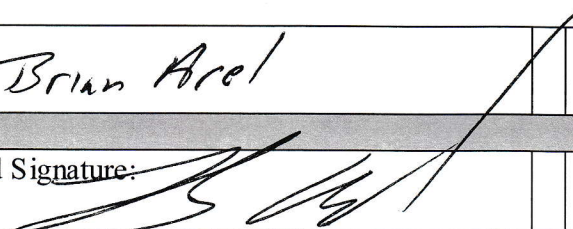
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>Summit of New England</u>		
Chief Executive - Name/Title: <u>BRIAN AREL Salesman</u>		
Tel: <u>800-547-5100</u>	Fax: <u>207-283-1465</u>	E-mail: <u>brianarel@summitne.com</u>
Headquarters Street Address: <u>386 Hill St Ext</u>		
Headquarters City/State/Zip: <u>Biddeford ME 04005</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

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

Name: <u>Brian Arel</u>	Title: <u>Salesman</u>
Authorized Signature: 	Date: <u>5-7-18</u>

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: <i>Brian Acof</i>	Title: <i>salesman</i>
Authorized Signature: 	Date: <i>5-7-18</i>

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES
MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

RFQ # 18P 18030700000000000506

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

Maine Business Analysis

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

Maine Economic Impact

1. Fill in the amount stated on your company's most recent W-2 for:
 - Income taxes paid in Maine
 - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	<i>Summit of New England</i>
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MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:	<i>15</i>	<i>15</i>
Payroll:	<i>900,000.00</i>	<i>900,000.00</i>

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	<i>6300.00</i>
Wages to Maine Residents:	<i>900,000.00</i>
Payments to Maine Subcontractors Estimated:	<i>100,000.00</i>

Appendix E

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 18P 18030700000000000506

CONTRACT FOR COOPER TIRES

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:

Summit of New England

Address:

386 Hill St Biddeford ME 04005

Signature:



Date:

5-7-18

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**

RFQ # 18P 18030700000000000506

CONTRACT FOR COOPER TIRES

Quotations/Responses Due: **May 1, 2018** not later than 4:00 p.m. local time

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

General Instructions on Bidder Questions

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

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

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

RFQ REQUIREMENTS

1. Description of Requirements

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

- Please see **Appendix B**

2. Bid Contents Requirements

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

- **Appendix A:** Bid Cover Page and Debarment Form
- **Appendix B:** Detailed Specifications
- **Appendix C:** Cost Response
- **Appendix D:** Maine Business and Economic Impact Consideration Form
- **Appendix E:** Municipality Political Subdivision and School District Participation Certification

3. Master Agreement Term

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

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

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

Period	Start Date	End Date
Initial Period of Performance	5/7/18	5/6/19
Renewal Period #1	5/7/19	5/6/20
Renewal Period #2	5/7/20	5/6/21

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.

- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link:
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

6. Quotation Evaluation and Selection

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

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders.

- b. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- c. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- d. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- e. **Maine Business and Economic Impact Consideration**
Using **Appendix D** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix D**) compared to the percentage breakdowns below:

Maine Business Analysis	Percentage
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

Maine Economic Impact	Percentage
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

7. Negotiations

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

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

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

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

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

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

E. Alternate Bids and Approved Equals

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

F. Appeal of Contract Awards

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

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

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

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

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

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

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

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

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

C. Payments and Other Provisions

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

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

"9-A MRS §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."

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 18P 1803070000000000506

CONTRACT FOR COOPER TIRES

This bid is issued to cover the normal requirements of all State agencies for **COOPER TIRES & TUBES**, for a one year period.

Prices shall be net including transportation charges fully prepaid by the contractor F.O.B. various destinations located throughout the State.

CATALOG: Awarded vendor will be asked to fill out a spreadsheet with all Cooper tires offered. This catalog will be loaded to our purchasing system as a Master Agreement. Please see the attached excel spreadsheet and fill out the columns that are blank. If you have newer Cooper tires, please continue on with the list. Product requirements other than those listed will also be contracted (new Cooper tires that come out throughout the contract year).

Prices of all tube type truck, trailer, grader, or loader tires shall include endless rubber flaps, where standard practice in the industry, of a width conforming to tire and rim association standards.

SPECIFICATIONS: Product Quality Certification: Tires offered to the State for consideration of purchase shall conform to the latest version of the Cooperative Tire Qualification Program and will be listed in the Cooperative Approved Tire List (CATL) specifications CATL 1922

NEW FEDERAL DOT SPECIFICATIONS: If during the life of the contract, the Federal Government adopts a new specification incorporating revised safety standards, the State of Maine reserves the right to cancel the contract without penalty, OR to accept tires meeting the new specifications. In the latter instance, if the new tires carry a higher list price due to manufacturing costs involved, the State agrees to accept the revised price list and the contractor agrees to sell tires at the same discount originally offered.

SUPERSEDED DESIGN: Should a new line of tires or tubes be manufactured during the life of the contract which supersedes or replaces in design or specifications, any line contracted to be furnished to the State and bears a list price higher or lower than the then existing list prices for the superseded line, the contractor shall immediately offer to the State such new line of tires and tubes at the prices resulting from the application to retail list prices of discounts or corresponding structure to those quoted in this proposal against the list prices for the superseded lines of tires.

CONTRACTOR GUARANTEE: Contractor shall guarantee to make standard adjustments on defective products, if any, and the contract price to be basis of such adjustment. Carcass allowance to be granted on truck tires and 14.00 x R24 grader tires that are worn smooth but not re-cappable due to product failure – first cap only. Contractor will guarantee his product to take at least one cap on truck and off road tires.

TECHNICAL ASSISTANCE: Contractor shall when requested promptly furnish at no cost to the State qualified technical personnel at job site to assist in solving any tire or service problem resulting from use of contractor’s product on State vehicles.

VENDOR INFORMATION: The contractor shall identify on the invoice, the vehicle plate number and mileage at the time the tires are sold. If tires are sold for “stock” then the word “stock” should show in place of the plate number (Central Fleet requirements only). Contractor must list actual tread wear rating for all passenger tires bid on Cost Schedule. Contractor should be aware that some agencies might require snow tires.

It is the intent of the State to obtain tires with full shoulder stripe and tread design that is open and aggressive where applicable, ie: Passenger car, light truck and heavy equipment (drive tires).

REPORT OF PURCHASES: The Contractor will be required to furnish the Procurement Analyst a summary of total purchases made under the contract period. This information will be requested annually prior to any extension of contract and/or re-bid.

RETENTION OF OLD TIRES & TUBES: It is understood and agreed that any tires and tubes removed from any MDOT vehicle shall remain the property of MDOT (Central Fleet Management and other agencies may not want to keep them). Even though an awarded contractor mounts new tires and/or tubes unless tires and/or tubes are being removed for recall or adjustments.

EXCEPTION TO CONTRACT PURCHASE: The State reserves the right to purchase tires and tubes elsewhere for the express purpose of making tests to accumulate data for use in determining new specifications for future use.

If at any time, tires are not available and the contractor cannot provide them in the agency’s required time, the agency may purchase them elsewhere.

MISC. REQUIREMENTS:

1. A representative to call upon and consult the various State Agencies regarding their Requirements
2. Location of warehouse & service facilities statewide
3. Size of stock maintained in warehouse (s) of contractor
4. Ability to provide product & service within 24 hours statewide

SUPPLY LOCATIONS: Please attach to your response a list of supply locations where the tires can be obtained.

DELIVERIES: Deliveries to the State Highway Garage in Augusta are to be made on Monday of each week. When Monday is, a legal holiday delivery will be made on the Tuesday following, unless otherwise mutually agreed between the manager of the Motor Transport Service and the contractor. Tires and tubes of conventional car and truck size will be ordered by the Highway Garage at least one week prior to a scheduled delivery date. Large truck, motor grader, tractor and implement sizes will be ordered at least two weeks before scheduled delivery. **OTHER AGENCIES,** deliveries shall be made at such time and in such quantities as ordered with mutually agreed upon schedules.

From: [Brian Arel](#)
To: [Crockett, Donny](#)
Subject: this is the email From our cooper rep to the owner Don Foshay
Date: Tuesday, March 12, 2019 7:49:00 AM
Attachments: [pastedImagebase640.png](#)

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Don,

As I communicated on my last visit, we are going to complete final price increases to the Evolution Tour, CS5 and AT3 lines, of 2% up to 5%, to be effective November 1 2018. This email is to communicate the following changes have been completed.

These changes are now visible on CooperWorld.net by checking the “Future Prices box”.

John Pardi
Territory Manager
Cooper Tire & Rubber Company
Cell: 203-241-1120
jhpardi@coopertire.com

