

NEW

**State of Maine****Master Agreement****Effective Date:** 11/07/18**Expiration Date:** 10/31/19**Master Agreement Description:** Straw Mulcher/Blower, Salsco 525, Skid Mounted**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Requestor Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Authorized Departments**17A TRANSPORTATION  
17D MOTOR TRANSPORT**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000001036

**Vendor Name**

Union Farm Equipment, Inc.

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

PO Box 155

Union, ME 04862

US

**Vendor Contact Information**

Chris Dreher

207-785-4451 ext.

chris@unionfarmequip.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Union Farm Equipment, Inc.

**Commodity Line #:** 1

**Commodity Code:** 03111

**Commodity Description:** Straw Mulcher/Blower

**Commodity Specifications:**

**Commodity Extended Description:** Master Agreement allowing the Maine DOT to purchase Straw Mulcher / Blowers on an as needed basis.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

60

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Straw Mulcher Blower

**Discount**

0.0000 %

**Discount Start Date**

11/07/18

**Discount End Date**

10/31/19

## TERMS & CONDITIONS

### MA 181022-048

**COMMODITY ITEM:** Straw Mulcher / Blower. Salsco 525 skid mounted straw blower. 3.3 bales per minute, 25 HP electric start Kohler engine. Includes turret, 8" x 20' hose, hour meter, spark arrester, 625CCA battery, Cole Hersee lock out switch.

**CONTRACT PERIOD:** Through October 31, 2019. 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:** Chris Dreher **Tel:** 207-785-4451 **Email:** [Chris@UnionFarmEquip.com](mailto:Chris@UnionFarmEquip.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 shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

**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. List of Delivery locations below.

**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.

# Straw Mulcher / Blower

MA 18P 181022-048

## MaineDOT TERMS AND CONDITIONS

### 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

Contractor agrees to deliver the ordered equipment within sixty (60) days after receipt of the order (ARO). The Contractor must contact the person listed as the Issuer and/or the Requestor on the Delivery Order or the person that placed the order thirty (30) days ARO to provide a status update on the delivery.

### 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

The manufacture’s standard warranty will apply and will be in effect beginning from the date of delivery.

### 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 twenty-five dollars (\$25.00) 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.

MaineDOT will waive the penalty if the Contractor communicates a new delivery date prior to the sixty (60) day ARO point passing.

## **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**

- i. 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.
- ii. 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.
- iii. 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).

- iv. 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.
- v. 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. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- ii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iii. 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.
- iv. 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.
- v. 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.



# STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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 of 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 agreements, 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 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 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.

## Appendix B

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

DETAILED SPECIFICATIONS

**RFQ # 17D 180917-090**

**Straw Mulcher / Blower**

**Union Farm Equipment Bid Response**

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 E:** Municipality Political Subdivision and School District Participation Certification
- **Appendix F:** Certifications
- **Detailed Itemized Quote**
- **Product Data/Information Sheets**
- **Warranty Information**

Bids missing these required documents may be rejected.

The following document all though not required may benefit bidders if it is submitted:

- **Appendix D:** Maine Business and Economic Impact Consideration Form

All attachments must be smaller than 2MB in size.

### INTENT

The following specifications are intended to describe a Straw Mulcher/Blower. Minimum of twenty (20) horse power, gasoline powered air cooled engine, with a minimum capacity of two (2) bale per-minute, and the capability of loading entire bale into machine. The complete unit must meet all applicable Federal and State vehicle and OSHA regulations. The entire unit and all its components must be of heavy-duty construction for continuous extreme duty service.

### COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the Straw Mulcher/Blower pursuant to these specifications.

Any part or detail which makes the Straw Mulcher/Blower 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 Straw Mulcher/Blower industry. All parts shall be new and in no case, will used, reconditioned or obsolete parts be accepted. The parts on all Straw Mulcher/Blower 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.**

<b>The following abbreviations must be used:</b>		<b>X</b>	<b>Standard or as specified</b>	
		<b>N/A</b>	<b>Not Available</b>	
		<b>DI</b>	<b>Dealer Installed</b>	
		<b>AE</b>	<b>Approved Equal</b>	
	<b>2.0 Blower Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>2.1</b>	Blower shall have the minimum capacity of discharging two (2) bale per minute. Discharge of straw or mulch hay shall be a minimum of ten (10) feet beyond end of hose.	<b>X</b>		3.3 Bales per Minute
<b>2.2</b>	Blower shall be a skid mounted unit. The machine shall have the option of blowing material by uses of the hose or a rotating chute. Hose shall be a minimum of (8)’ x (30)’ long flexible discharge hose. Turret shall rotate a minimum of 180 degrees and have a control handle for the operator to rotate turret manually and safely in a standing position. Blower shall be capable of mulching straw, hay or mulch hay.	<b>N/A</b>	<b>8’x20’</b>	Unit will be supplied with a turret as specified and an 8’ x 20’ flexible discharge hose. The hose can be attached to the turret or the machine can be configured to use the discharge hose without the turret. Turret rotates 360 degrees.
<b>2.3</b>	Discharge hose shall be equipped with a handle on the output end for ease of handling hose.	<b>X</b>		

2.4	Unit shall be large enough to accommodate a full bale roughly 3’x18”x15” in size.	X		
2.5	Unit shall be designed so to allow the operator to choose multiple lengths or texture of material being discharged.	X		Chain length can be adjusted to change the texture
2.6	All controls shall be conveniently located for ease of operation.	X		
2.7	Belt drive system from engine to shedder drive to be triple v-belts .	X		Unit uses two triple V belts.
2.8	All fittings shall be located for ease of maintenance, and accessibility.	X		
<b>3.0 Engine Requirement</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	Heavy-duty two (2) cylinder, four (4) stroke OHV, gasoline powered shall be preferred engine. Bidders shall certify the mulcher engine supplied pursuant to this RFQ and contract shall meet in accordance with 40CFR Part 1039. <b>Information is required with bid.</b>	N/A		Engine is a heavy-duty two (2) cylinder, four (4) stroke OHV, gasoline. <b>40CFR Part 1039 applies to compression ignition engines. Engine complies with 40 CFR Part 1054 (spark ignition engines).</b> Please see attached certificate of conformity with the clean air act.
3.2	Engine shall have a minimum of twenty (20) hp. per SAEJ 1349.	N/A		Engine is a Kohler CH730. <b>23.5HP per SAE J1940 and J1995.</b>
3.3	Engine shall be CARB and EPA certified to meet emission level standards. Noise levels shall comply with all applicable Federal and State standards, engine shall be equipped with spark arrester muffler.	X		
3.4	Engine shall have an automated shut-down feature that is regulated by low oil pressure.	X		
3.5	Air filter shall be a heavy-duty dry-type, manufacturer’s design.	X		
3.6	Engine shall be equipped with manufacturer’s design throttle, and choke control.	X		



3.7	Engine shall be electric start with a minimum 625 CCA battery.	X		
3.8	Fuel tank shall be a minimum four (4) gallon capacity with easy excess to filling.	X		6.6 gallon poly fuel tank.
3.9	Instrument panel shall be isolated and include, but not be limited to an hour meter wired in such a way to record time only when engine is running.	X		
3.10	Manually operated lockable battery disconnect switch <b>must be mounted</b> in a place readily accessible to operator for <b>(Lock-Out Tag Out)</b> . Cole Hersey 75908-BX battery switch, with a 240505- BX shackle lock or approved equal.	X		Please note that the Cole Hersey 240505 does not include the lock. The bid price does not include a pad lock for the lock out.
	<b>4.0 Warranty Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	Manufacturer's standard warranty will apply.	X		
4.2	Terms and conditions of warranty must be provided with bid proposal. (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
4.3	Manufacturer's warranty shall start with <b>MDOT in-service date</b> .	N/A		Warranty will start on in service date <b>or 60 days after delivery, whichever comes first.</b>
4.4	In-Service date: Warranty on Mulcher (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage, or other delays) shall be warranted from the date the unit is actually placed in service. MDOT Fleet Services shall notify the vendor in writing of <b>in-service date</b> .	N/A		Warranty will start on in service date <b>or 60 days after delivery, whichever comes first.</b>
4.5	During the term of the manufacturer's warranty MaineDOT Fleet Services reserves the right to perform any and or all warranty (in-house) to meet operational needs or demand with the exception of major engine, or blower rebuild or repair unless pre-authorized by vendor. Fleet Services will recover all parts and labor costs as allowed by manufacture's flat rate manual. OEM	N/A		Manufactures standard warranty applies per 4.1. Please see attached warranty documents.

	parts may be supplied at no cost by the manufacturer, dealer or may be purchased by MaineDOT Fleet Services on the open market to meet operational demand. Any and or all defective parts will be returned to the manufacturer or dealer upon request.			
<b>4.6</b>	Vendor shall be 100% responsible for all repair costs to include parts, and labor during the warranty period.	<b>N/A</b>		The standard warranty will apply. <b>Cost of repairs outside of standard warranty to be paid by MDOT .</b>
	<b>5.0 Manuals and Software Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>5.1</b>	There shall be two (2) operator's manuals per unit	<b>X</b>		
<b>5.2</b>	There shall be two (2) parts manuals or flash drives per unit.	<b>X</b>		525 parts manual is included in operator's manual.
<b>5.3</b>	There shall be two (2) Engine parts manuals or flash drives per unit.	<b>X</b>		
	<b>6.0 General Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1</b>	Any pinch points and dangers areas are to be clearly marked. All safety, warning, and instructional decals must be properly displayed and appropriate.	<b>X</b>		
<b>6.2</b>	Equipment shall be fully inspected, serviced, assembled, and ready to work upon delivery.	<b>X</b>		
<b>6.3</b>	Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, staffed with trained technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and or all bids.	<b>X</b>		
<b>6.4</b>	All hardware installed shall not obstruct or interfere with any lubrication points, and or component systems.	<b>X</b>		
<b>6.5</b>	MaineDOT Fleet Services reserves the right to pre-inspect the equipment before delivery.	<b>X</b>		

<b>6.6</b>	Exceptions to specifications shall be listed in provided text-enabled note field, and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	<b>X</b>		
<b>6.7</b>	Equipment offered shall comply with all applicable Federal and State of Maine laws.	<b>X</b>		
<b>6.8</b>	Two (2) sets of keys shall be furnished with each unit.	<b>X</b>		
<b>6.9</b>	Upon delivery of unit or units all necessary paperwork such as if required ( <b>Certificate of Origin, dealer's certificate and invoices</b> ) shall accompany unit or units.	<b>X</b>		
<b>6.10</b>	All bid proposals shall include shipping and delivery to: <b>Maine Department of Transportation Fleet Services, 66 Industrial Dr. Augusta, Me. 04330</b>	<b>X</b>		Delivery is contingent upon MDOT having a forklift and loading dock to unload the truck.
	<b>7.0 Services Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1</b>	MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the units will be used. To that end, MaineDOT desires that the vendors shall have warranty and service facilities located within seventy-five (75) miles of each region headquarters, Scarborough, Augusta, Dixfield, Bangor, and Presque Isle.	<b>N/A</b>		One facility in Union, ME.
<b>7.2</b>	Vendors shall provide a list of bidder service center locations.	<b>X</b>		
<b>7.3</b>	Bidders shall supply an explanation in the note field describing such things as the locations of the facilities, the times the facilities will be available for use, qualification of the staff at the facilities, and how the vendor will provide warranty and service at these facilities.	<b>X</b>		Union Farm 1893 Heald Highway Union, ME 04862 Normal Business Hours: 7:30 – 5:00 M-F. Limited Service available Saturdays 7:30-4:00
	<b>8.0 Paint Requirement</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>8.1</b>	All metal shall be free of rust and mill scale and prepared using baked enamel, powder coat paint. Manufacturer's standard color shall be acceptable.	<b>X</b>		

**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 180917-090  
Straw Mulcher / Blower**

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:** Union Farm Equipment, Inc

**Address:** 1893 Heal Highway Union, ME 04862

**Signature:** \_\_\_\_\_  


**Date:**

Appendix F

**RFQ # 17D 180917-090  
Straw Mulcher / Blower**

**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.

9/21/18  
Dated

Chris Dreher  
Printed name of Person Bidding



Authorized Signature

Sales  
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:** Salsco 525 Straw Blower
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)**

Please see attached Warranty Process file.

3. **EQUIPMENT INFORMATION:**

YEAR: 2018            EQUIPMENT MAKE: Salsco

EQUIPMENT MODEL: 525

Unit is a standard 525 skid mount unit with turret. In addition there will be a 20' hose that can be attached, an hour meter and a Cole-Hersey lock out switch.

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

Please see attached 525 Maintenance Schedule and Engine Manual

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

Please see attached STRAWBLOWER 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: 1893 Heald Highway Union, ME

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Ken Fowler            TELEPHONE: 207-785-4451

EQUIPMENT PARTS PROVIDER: Union Farm Equipment

ADDRESS: 1893 Heald Highway Union, ME 04862

CONTACT NAME: Andy Vaughan            TELEPHONE: 207-785-4451

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.

State of Maine RFQ # 17D 180917-090

Rev. 3/19/2018

9/21/18  
Dated

  
Signature

Chris Dreher  
Print Name

Union Farm Equipment  
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. **All deviations are noted as described in Appendix B and marked as N/A.**

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.

9/21/18  
Dated

Chris Dreher  
Printed name of Person Bidding

  
Authorized Signature

Title



ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Straw Mulcher/Blower, Salsco 525, Skid Mounted	3.3 bales per minute, 25 HP electric start Kohler engine. Includes turret, 8 inch x 20 foot hose, hour meter, spark arrester, 625CCA battery. Cole Hersee lock out switch	EA	\$9,093.00	60
Straw Mulcher/Blower, Salsco 525, Skid Mounted, Pay By Check	3.3 bales per minute, 25 HP electric start Kohler engine. Includes turret, 8 inch x 20 foot hose, hour meter, spark arrester, 625CCA battery. Cole Hersee lock out switch	EA	\$8,893.00	60