

NEW

State of Maine**Master Agreement****Effective Date:** 07/01/18**Expiration Date:** 06/30/20**Master Agreement Description:** Inventory Management System**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Issuer Information

DEBORA FARRELL 207-624-3324 ext. debora.b.farrell@maine.gov

Requestor Information

Debora Farrell 207-624-3324 ext. debora.b.farrell@maine.gov

Authorized Departments17A TRANSPORTATION
17D MOTOR TRANSPORT**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC0000228541

Vendor Name

MANCON LLC

Alias/DBA**Vendor Address Information**

1961 DIAMOND SPRINGS RD

VIRGINIA BEACH, VA 23455

US

Vendor Contact Information

RANDY WHITMAN

757-672-6521 ext.

rwhitman@manconinc.com

Commodity Information

Vendor Line #: 1

Vendor Name: MANCON LLC

Commodity Line #: 1

Commodity Code: 20855

Commodity Description: Inventory Management

Commodity Specifications:

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

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

Free on Board

Contract Amount

\$0.00

Service Start Date

07/01/18

Service End Date

06/30/20

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Jessica Glidden	Office/Division/Program	MaineDOT Fleet Services
Contract Amount:	\$17,983,573.00	Contract (CT) Number:	N/A
Start Date:	July 1, 2017	End Date:	6/30/2020
Selected Bidder's Name, City and State:	Mancon LLC 1961 Diamond Springs Road, Virginia Beach, VA 23455		
Short Description of Service:	Fleet Parts Supply and Inventory Management Program		

1. Information on the Competitive Process Used

If a RFP process was used: Yes

RFP#: 201711184 Initial contract. First renewal. Second renewal. Third renewal.
 If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. The total contract amount is \$10,000 or less; and*
- B. If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

- A. Mancon
Genuine Parts (NAPA)

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.

Please attach to this document all Competitive Quotes received (not RFP proposals).

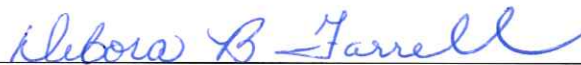
- A. A consensus scoring approach was used.

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

Debora B. Farrell

Date:

6/21/18



AdvantageME CT No: MA 180629*159
 CSN: _____
 TEDOC: _____
 Program: Maintenance & Operations

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
 Agreement to Purchase Services

FLEET PARTS SUPPLY AND INVENTORY MANAGEMENT PROGRAM

THIS AGREEMENT hereinafter called "**Agreement or Contract**", resulting from RFP # 201711184 "**RFP**", is by and between the State of Maine, Department of Transportation, hereinafter called "**Department or MaineDOT**", and **Mancon LLC**, located at 1961 Diamond Springs Road, Virginia Beach, VA 23455, telephone number (757)460-0879, hereinafter called "**Provider**" hereinafter the "**Parties**", for the period of Start Date: July 1, 2018 to End Date: June 20, 2020.

The AdvantageME Vendor/Customer number of the Provider: VC0000228541.

Agreement Amount: \$17,983,573.00

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by MaineDOT, the Provider hereby agrees with MaineDOT to furnish all qualified personnel, facilities, materials and services and in consultation with MaineDOT, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Method of Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Payment Method
- Rider E - Abbreviations / Definitions
- Rider F - RFP Bidders Conference and Submitted Questions & Answer Summary
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, MaineDOT and the Provider, by their representatives duly authorized, have executed this Agreement in one original copy.

MANCON LLC

By: [Signature] *
 Rick Clarke,
 President

Date: 6/29/2018

DEPARTMENT OF TRANSPORTATION

By: [Signature] *
 Dale Doughty,
 Director Bureau Maintenance and Operations for
David Bernhardt, Commissioner

Date: 6/29/2018

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

Total Agreement Amount: **\$17,983,573.00**

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC0000228541											
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
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VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
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VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM
VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

SCOPE OF SERVICES TO BE PROVIDED

A. Scope of Services

The Provider will operate a full-service parts and supplies, inventory management and distribution program that will include the following required elements and services:

B. Supplies and Materials Order Fulfillment Requirements

The Provider shall manage and provide inventory via on-site, off-site or warehouse location(s). Inventory will include OEM and after-market parts and non-automotive supplies.

The Provider will utilize MaineDOT's standardized 11-digit parts coding system. Standardization is defined as one part number per specific item regardless of price, manufacturer and/or origin of purchase.

The Provider shall purchase, own and distribute all inventories at provider staffed locations reserved for future MaineDOT use at MaineDOT's facilities. The Provider will purchase non-stocked items on an as-needed basis. The Provider shall purchase all items using its own procurement and inventory management process but will capture MaineDOT's commodity-related procurement data for MaineDOT's use.

The Provider shall enter stocked parts into the MaineDOT's work order system (manually or electronically) immediately upon issuing the parts from inventory. Special order (non-inventory) parts from outside sources must be issued into MaineDOT's work order system (manually or electronically) within seven (7) days following receipt of a valid work order number. All parts must be electronically billed/posted to a specific work order as shown in *Attachment 1 – Work Order*.

Any emergency parts request not accompanied by a work order number must be confirmed through the Fleet TOMs or Designee (FTOD). The Provider will key all transactions into the MaineDOT FleetFocus Management System (FFMS) (manually or electronically) and ensure that all Provider staff are trained on the system. MaineDOT personnel will assist the Provider personnel in this training and any costs associated with this training will be absorbed by the Provider.

The Provider will maintain backup files of all its transactions with the MaineDOT and AssetWorks. Data will be backed up on a daily basis and whenever requested by MaineDOT. In case of data loss, any specific data loss will be the responsibility of the Provider. Any expense incurred by either party will be the sole responsibility of the Provider. The Provider will, upon request by MaineDOT, provide any and all transaction files within 48 hours which shall include Reference Payments and Other Provisions (Fees Assessed for Non-Compliance).

If either party implements a software upgrade, that party will be required to provide thirty (30) days written notice to the other party prior to its implementation. The Provider will assist MaineDOT with the use of live production data. The Provider and AssetWorks will partner to provide uninterrupted service and workflow integration with FFMS software to effectively manage parts inventories (and value of same) at the Provider's locations. The Provider will integrate FFMS with the Provider's software system.

The Provider will supply all parts manuals in an electronic format. The details of orders will be entered into the Provider's software point-of-sale system in real time. The Provider will utilize MaineDOT's FFMS to research the correct parts needed to repair a vehicle. If a part requested is not carried in inventory, the Provider

will place the order and update the inventory system.

The Provider will review any new product lines or changes/updates to existing product lines with designated MaineDOT personnel for approval before installation on any MaineDOT vehicles. MaineDOT will not reimburse the Provider for any new product line or changed/updated existing product line parts issued that have not been approved by MaineDOT. The cost of any such unapproved new product line or existing changed/updated product line parts, and all expenses incurred in the repair of vehicle/equipment for a time of six (6) months following said repair using these unapproved parts without approval will be paid to MaineDOT by the Provider. The language set forth above will not apply to any “emergency substitution” using unapproved parts when needed, which will be mutually agreed upon by both parties prior to said substitution. Any new product lines or changes/updates to existing product lines which have not been rejected or approved by the MaineDOT within fifteen (15) days after notification will be deemed approved for the purposes of this section. The parties will work to develop mutually agreed upon approval and rejection letters for use by MaineDOT whenever a new product line is introduced or changes/updates to existing product lines are made. The Provider will allow the Regional Contract Manager (RCM) to use visible live inventory to schedule work and to provide feedback to end users.

C. Supplies and Materials Specifications

The specifications of the supplies, parts and materials provided by the Provider must ensure adequate quality, serviceability, reliability and safety in their everyday use by MaineDOT. Specifications must meet and follow the criteria listed below:

1. Rebuild, Repair, Remanufacture

The Provider is responsible for coordinating the rebuild/repair/remanufacture of parts such as alternators, starters, engines, transmissions, hydraulic cylinders, small power equipment and other parts required by MaineDOT. MaineDOT shall retain sole proprietary rights to all patterns created and utilized by MaineDOT in the production and manufacture of parts.

2. Original Equipment Manufacturer or Better

- a. All supplies, parts and materials procured by the Provider shall, at a minimum, meet or exceed the quality of the supplies, parts and materials furnished originally for the equipment (OEM equivalent).
- b. Rebuilt/repaired/remanufactured parts must conform to the manufacturer’s reconditioning tolerances.
- c. MaineDOT reserves the right to inspect the quality of materials and supplies provided by the Provider, and to reject items deemed not to meet MaineDOT requirements (e.g., not meeting or exceeding OEM standards).
- d. In addition, MaineDOT reserves the right to designate exact OEM parts or greater quality than OEM parts if deemed necessary, in order to meet MaineDOT’s operational needs.
- e. Any parts and supplies to be used under the Provider’s own branding shall meet or exceed MaineDOT standards. The Provider shall demonstrate that these parts and supplies are the most cost-effective to use and the best value for the MaineDOT.

3. Non-Equipment-Related Supplies and Materials

- a. All non-equipment maintenance and repair-related supplies and materials must meet or exceed applicable OSHA standards and MaineDOT specifications.
- b. All applicable standards and/or specifications for approved items will be provided to the Provider by the MaineDOT.

4. Standardization of Supplies and Materials

- a. All supplies and materials furnished by the Provider shall be standardized to the maximum extent possible to allow for volume purchasing at the lowest cost for supplies meeting or exceeding OEM or MaineDOT specifications.
- b. Provider must implement the standardization of one part number per specific item regardless of origin of purchase by utilizing an 11-digit part number. Each 11-digit part number must contain a five-digit prefix corresponding to specific vehicle systems and assemblies defined within FleetFocus, followed by six digits representing the individual part.
- c. If there is a dispute between MaineDOT and the Provider related to standardization methods and implementation, it shall be brought to the attention of the MaineDOT CAOD for discussion and resolution. Maine DOT's resolution of such a dispute will be final.

5. Parts Information Reference Payment and Other Provisions (Fees Assessed for Non-Compliance)

- a. The Provider shall be responsible for determining the correct product identification numbers (PIN) for all items requisitioned by MaineDOT employees and will maintain a complete file of parts manuals, manufacturers' parts cross reference numbers, parts bulletins, and other related information as needed.
- b. All such documentation shall become the property of MaineDOT at contract termination or conclusion.
- c. The Provider shall credit any warranty, core deposit or return fees on parts.

6. Mandatory, Pre-approved Safety and Health Supplies

- a. All safety and health-related supplies, such as First Aid Kits and replacement supplies, safety vests, and protective clothing etc., must be tested and pre-approved by MaineDOT personnel. MaineDOT will provide a listing of all such items to the Provider.
- b. All clothing purchases must follow the Code of Conduct (**See Attachment 2 – Code of Conduct Affidavit**).
 - i. All bids must be accompanied by a signed and notarized Code of Conduct (COC) affidavit verifying that they and, to the best of their knowledge, their suppliers at the point of assembly, comply with workplace laws of the vendor's and supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.
 - ii. Within 30 days of the end of each calendar quarter, the vendor is required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report to:

Division of Procurement Services
Attn: Vendor Fee
Burton M. Cross Building, 4th Floor
9 State Station
111 Sewall St.
Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

7. Vendor Sourcing

- a. The Provider shall utilize all State Mandatory Contracts and Mandatory Sources

D. Facility Requirements

1. Facilities Available to Provider

- a. MaineDOT will provide space as shown in *Attachment 3 – Provider Space by Locations* for optional Provider use.
- b. Existing facilities include heat, electricity, cooling as required and access to restrooms, water and a break room. All existing data lines and Wi-Fi are available for use. If additional access is needed, the Provider will pay for the expense.

2. Costs of Renovations and Modifications

- a. The costs of renovations and modifications to existing MaineDOT facilities will be reviewed by MaineDOT on a case-by-case basis to determine whether the Provider and/or MaineDOT should incur the costs based on which party would reap the overall benefits. Such review would also take into account whether the renovations and/or modifications were needed before the Provider's arrival. Information on the facilities in which the Provider's personnel currently reside is provided in *Attachment 3 – Provider Space by Locations*.

E. Personnel Requirements

The Provider is asked to propose staffing levels that would accommodate the needs of MaineDOT during normal operations, during emergency operations (24/7), while employees are out on sick leave or on vacation, when locations are busier than what is considered typical and to accommodate vacancies. Contract is based on the Provider's staffing plan and additional staffing is at the Provider's cost.

1. Within 84 calendar days of commencing work under this contract, the Provider shall present a staffing plan setting out the staffing level and qualifications of staffing necessary to provide the required level of service at each location.
2. The staffing plan will be reviewed and approved by the CAOD.

F. Hours of Work

Reference Payments and Other Provisions (Fees Assessed for Non-Compliance)

1. Normal Operating Hours and Provider or Employee Level of Service

- a. The Provider must provide the contractually specified level of service during all normal operating hours (7:00 A.M. – 3:30 P.M.) at a given location Monday through Friday.
- b. Changes to the operating hours will be mutually agreed upon if a change is needed.

2. Additional Overtime

MaineDOT will compensate the Provider for requested call out overtime hours outside of normal working hours. This cost will be listed separately, including authorization and task, billed per occurrence, and by Regional Operations Location (ROL).

3. Emergency Operational Hours and Contract or Employee Level of Service

- a. If MaineDOT requires after hour operations or declares an emergency requiring access to the Provider's stock outside of normal operating hours, the Provider must provide a knowledgeable, qualified employee on site within one (1) hour of the notification of such emergency by MaineDOT management.
- b. The Provider must seek and/or receive approval from the CAOD to have more than one (1) Provider employee respond to a declared emergency at any one MaineDOT location.
- c. The Provider shall invoice MaineDOT for emergency call out hours worked beyond normal operating hours in accordance with established labor categories and descriptions, hourly rates and overtime/holiday rates.
- d. Overtime:
 - i. All MaineDOT reimbursable overtime hours must be requested in advance and approved by MaineDOT in writing. All overtime requests will be emailed to the CAOD who will approve or deny the request in a responding email.
 - ii. Payment of overtime to the Provider will not be provided until after the Provider's employee completes forty (40) hours of productive work in a work week comprised of a calendar week.
 - iii. The overtime timesheet will be reviewed and approved by the CAOD when MaineDOT call out overtime has been worked.

G. Demand Level Agreement

Reference Payments and Other Provisions (Fees Assessed for Non-Compliance)

1. Within 84 calendar days of entering into this Contract, the Provider shall develop a process to track the delivery of goods provided to MaineDOT. This process must be approved by Maine DOT and must enable MaineDOT to determine if the supply of goods falls within the time limits established within the Contract.
2. All items provided to MaineDOT are divided into two (2) service level categories, Stocked and Non-Stocked. All goods provided to MaineDOT fall within one of these categories. Sales data from FleetFocus and the Provider will determine the categorization of each item as Stocked or Non-Stocked.

H. Obsolescence of Stocked Materials

Reference Payments and Other Provisions (Rider B - Method of Payment and Other Provisions and Rider C – Exceptions to Rider B)

The Provider shall submit quarterly parts transaction reports to FTOD and CAOD. A part will be considered obsolete if it does not have any foreseeable use by MaineDOT. Obsolescence may result from the elimination of the equipment or a change to specifications. The review and determination of obsolete parts will occur annually with the Provider. If a part identified as obsolete remains in stock for two (2) consecutive quarters following the determination, a non-compliance fee will be assessed in accordance with Rider B - Fees Assessed for Non-Compliance. Seasonal items may be excluded from the review.

I. Parts and Materials Custom-Manufactured to MaineDOT Specifications

Reference Payments and Other Provisions (Rider B – Method of Payment and Other Provisions)

1. In the course of its operations, MaineDOT has parts and materials custom-manufactured to its own unique specifications, such as specialized snow plow hitches, snow plow blades, etc.
2. The Provider shall procure these items to meet MaineDOT specifications.

3. Other than providing the vendor/manufacturer the MaineDOT specifications and having MaineDOT personnel review and/or test such items upon delivery, the Provider will have no liability as to their suitability for the job or for any returns or potential restocking fees, if allowable, to the vendor/manufacturer.

J. Hydraulic Hose Assemblies

1. All hydraulic hose assemblies procured by the Provider must, at a minimum, meet or exceed the original OEM standards.
2. MaineDOT reserves the right to designate a higher level of quality than OEM if deemed necessary to meet MaineDOT's operational needs.
3. Standardization within each ROL is a requirement.
4. The Provider shall have a means in place, under best management practices, to ensure that all assemblies are clean and clear of debris, utilizing an industry approved cleaning method capable of meeting current ISO standards.

K. Bulk Oil

1. The Provider shall provide motor oil and other automotive fluids, up to 55 gallons, to ROLs currently utilizing the product, and at future locations.

L. Purchasing of Winter Items

1. MaineDOT has several specific winter items, some of these are: plow blades, both truck and motor grader, tire chains, plows pumps, and hydraulic cylinders.
2. MaineDOT specifications for these items will be provided to the Provider.

M. Restrictions on Sales of Supplies and Materials to Other than MaineDOT Parties

1. The Provider shall not sell or transfer any items purchased from State Mandatory Sources (i.e., State contracts) to any other customer of the Provider.
2. The Provider shall not sell any supplies and materials to any MaineDOT employees from the operation located on MaineDOT property for personal use, and shall not give special consideration or pricing to MaineDOT employees for sales made at any retail outlets.

N. Emergency Remote/Non-Remote Parts Pickup and Transfer

1. The Provider shall support a remote Emergency Equipment Repair Parts/Supplies pickup procedure that allows MaineDOT staff to acquire parts/supplies directly from a vendor.
2. The parts will only be requisitioned via an FTOD and processed through the Provider.
3. Supplies may also be requisitioned via an FTOD.
4. The Provider shall make the arrangements to allow the MaineDOT personnel to pick up the parts. In cases where paperwork is missing, the Provider shall require the CAOD to provide immediate assistance in resolving the issues and to reimburse the Provider for any associated penalties/fees levied by the vendors. This service should be utilized for emergency situations only.

O. Additional Inventory Items to be Stocked but Not Procured by the Provider

1. The Provider, upon request, shall stock and dispense to MaineDOT Employees certain supplies and materials that are not procured by the Provider due to the nature of the goods. (Examples of Additional Inventory include truck mounted strobe lights provided by the manufacturer to replace existing lights per a MaineDOT-Manufacturer agreement or contract, and Hydraulic fittings changed out because of a mass replacement by the Manufacturer).
2. Such items also include warranty items as part of MaineDOT equipment warranty campaigns.
3. The Provider shall be accountable for such items and ensure that these items are maintained in the same condition as they were received.
4. The Provider shall reimburse MaineDOT for the loss of any item that has been procured by MaineDOT and reserved in inventory by the Provider. MaineDOT shall be reimbursed for the procurement cost or fair market value at its sole discretion.

P. Contract Administration and Management Requirements

The day-to-day contract administration and management requirements for both MaineDOT and the Provider are outlined in the following areas:

1. MaineDOT Contract Administration

This MaineDOT Contract will be administered at several different Central Offices and field levels to ensure consistency, efficiency, and effectiveness throughout the state. MaineDOT will provide day-to-day contract administration at the following levels:

a. Contract Administrator (CAOD)

- i. The CAOD will ensure that the contract is administered statewide in a single and consistent manner.
- ii. The CAOD will be responsible for long-range strategic planning.
- iii. The MaineDOT CAOD will provide for statewide program operating policies and procedures that will guide the day-to-day operations of the program.

b. Regional Manager (RCM)

- i. The RCM for each ROL will monitor and review ROL adherence to the statewide program's operating policies and procedures.
- ii. In cases of needed interpretations of contract and/or program policies and procedures, the RCM will consult with the MaineDOT CAOD.

2. Provider Administration

- a. The Provider shall provide efficient, effective contract administration of the Contract.
- b. The Provider shall provide detailed documentation of the management structure and personnel involved in implementing the Contract.

Q. Transition into Production

At the end of the current warehousing services contract and upon the new Provider's startup, there will

be a transition period of 84 days (the “Transition Period”) to allow the new Provider to begin production. Some elements of this transition period are as follows:

1. Facility Inspection and Acceptance

- a. The Provider shall inspect the former Provider’s material storage, dispensing, and office facilities, and determine their suitability for its needs with the understanding that Maine DOT does not anticipate that significant facility renovations will be needed.
- b. Upon completion of the inspection and the correction of any physical deficiencies in these facilities agreed to by MaineDOT, the Provider shall formally accept the facilities at the end of the Transition Period.

2. Fixed Assets

- a. Existing shelving shall be available for use by the Provider at all existing locations.
- b. The Provider shall provide all other assets necessary for the performance of the contract, including warehousing, office furniture and equipment.

3. Purchase of Existing Inventory Items

- a. The Provider shall be required to purchase 100% of the on-hand inventory.
- b. The Current Value of the Inventory On-Hand is estimated to be 6 million dollars. This number fluctuates with the current season in accordance with the Inventory Valuation Report.
 - i. Such items will be sold to the Provider at the current Provider’s actual (purchase) cost, including freight, in accordance with the most recent Inventory Valuation Report.
 - ii. Any existing inventory item purchased at startup in reference to Section 3.b.i) above that is not sold within three (3) years, and with no anticipated future statewide sales, will be repurchased by MaineDOT and sent to surplus by MaineDOT. Items that are not sold out because the Provider purchased and sold functionally identical items (same item with the same specifications; different brand name) will not be repurchased and sent to surplus by MaineDOT.

4. Sales by Regional Operations Location

Detailed listings of the items and quantity sold at each ROL will be made available to the Provider.

5. Development and Implementation

The Provider shall work closely with MaineDOT during the Transition Period to develop and implement the Provider’s procurement and inventory management process.

R. Transition Out of Production

- 1. During the Transition Period, the Provider shall work with the previous Provider to close out existing supply services operations and take responsibility for the delivery of such services at the end of the Transition Period.
- 2. The Transition Period may overlap with the prior Contract to insure a smooth change over. While this Contract and the previous Contract overlap, Maine DOT will be responsible for paying both service providers.
- 3. Some elements of this Transition Period are as follows:

a. Facility Inspection and Acceptance

- i. MaineDOT and the Provider shall jointly inspect the facilities that have been occupied and used by the previous Provider to identify and document any needed repairs to and/or replacement of MaineDOT-supplied equipment, fixtures, and/or facilities.
- ii. Maine DOT will look to the previous Provider for reimbursement of the costs of any repairs or replacements necessitated by damage that is not the result of normal wear and tear.

b. Disposal of Provider's Fixed Assets

If the Provider leaves fixed assets, including material-handling equipment remaining on site at the end of the term of this Contract, MaineDOT will not be required to procure any such fixed assets but has first right of refusal to purchase these assets.

c. Contract Related Data Must Be Provided to MaineDOT

The Provider must provide all contract related data and records, including transaction, history, report, and management data to MaineDOT at the end of the term of this Contract in an electronic format.

d. Recruitment of Provider's Materials Management Personnel

The Provider may recruit the staff of the previous Provider if any personnel of the previous Provider are made available at the end of the previous Contract.

4. Disposition of Remaining Inventory Items

- a. The follow-on provider (or MaineDOT if there is no follow-on provider) for this ongoing program will be required to purchase any remaining inventory with sales activity during the previous three (3) year period at the end of the contract period at the original item's cost from the Provider.
- b. The follow-on provider will be required to purchase any other items that are deemed necessary by MaineDOT for the Provider to purchase that may not have sales during the previous three (3) year period at the original item cost.
- c. The Provider is expected to maintain minimum inventory levels to meet performance expectations through the last day of the contract.

S. Rebates

The Provider shall pay to MaineDOT 100% of any Rebate or Purchase Incentive received on items purchased for use by MaineDOT.

- 1. Such payments shall be due to MaineDOT on a quarterly basis and shall include an itemized statement.

T. Reporting and Delivery Instructions

Reference Payments and Other Provisions (Rider B – Method of Payment and Other Provisions)

The Provider shall provide the MaineDOT CAOD access to a website containing current and up-to-date reports.

U. Standard Scheduled and On-Request Reports

- 1. The Provider will provide quarterly and monthly reports that are to be run within the first seven (7) days of the month and provided to the MaineDOT CAOD via E-mail, except as noted below.

2. Reports should allow user selection of: date (range), and location(s) where possible at a minimum and should include the information listed below in sections U.3.a through U.3.j.
3. Reports and website access should be user available without the Provider's assistance and available twenty-four (24) hours per day, seven (7) days per week (24/7).

a. **Inventory Report by Stock Location**

A listing of all items in stock at an individual Provider location or statewide by location, to include at a minimum, the item, location and quantity on hand.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

b. **Inventory Sales Report by Stock Location**

A listing of all items sold at an individual location including individual and total sales statewide or by location. The reporting period is to be User requested.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

c. **Emergency Stocking Level Report by Stock Location**

A listing of all items determined by the Emergency Stocking Level Agreement, by location.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

d. **Increased Stocking Level Report by Stock Location**

A listing of all items sold at an individual location, including individual and total sales statewide or by location. The reporting period is to be User requested.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

e. **Service Demand Level (SLA) Report by Stock Location**

A detailed report per location of the attainment of fill rates accomplishments, broken down by category and percentage fill rates. The quarterly report shall contain data from the combined prior three (3) months, where the monthly report is for the prior month only.

Run Frequency – Quarterly and Monthly

Availability – As Provider provided report and upon User request

Provide within – Seven (7) days of the beginning of the next month/quarter

Provide To – MaineDOT CAOD

f. **Report of Inactive Items by Region**

Quarterly report by Region and location of all items that have not been sold in any specified period, with the date of last sale, last receiving, and quantity on hand at a minimum.

Run Frequency – Quarterly

Availability – As Provider provided report and upon User request

Provide Within – Twenty-four (24) hours Provide To – Requestor

g. **Warranty Items by Equipment ID**

A User requested query that shows active warranty items, when sold, item descriptions (names), and warranty periods at a minimum.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

h. **Warranty Items (not associated with an Equipment ID)**

A User requested query that shows all active warranty items; when sold, item descriptions (names) and warranty periods at a minimum.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

i. **Backorder items**

A User requested query that shows active backorder items, when ordered, and projected due dates.

Run Frequency – Upon request

Availability – User query and User Request Provide Within –

Twenty-four (24) hours Provide To – Requestor

j. **Ordered Items and Delivery Time**

A User requested query that shows all items ordered, item descriptions (names), estimated delivery dates, and dates received.

Run Frequency – Upon request

Availability – User query and User Request Provide within –

Twenty-four (24) hours Provide To – Requestor

ATTACHMENT 1 – WORK ORDER

Work Order Cost Detail

MaineDOT Fleet Services

Report Printed: 11-Sep-2017 16:01:21 By User: JESSICA.NORTON

Work Order: 327303 Unit No: B21450 1950 MOOT MOOT

WO Status:	Closed	WO Location:	0030	Alt Unit No:	B55695
Date Opened:	27-Jun-2017 07:15:08	WO Reason:	UNSCHEDULED	Serial No:	821450
Date Complete:	03-Aug-2017 10:02:09	Meter 1 - N:		License No:	
Date Closed:	03-Aug-2017 10:02:15	Meter 2 - N:		Tech Spec:	BLDG
Using Dept.:	73000 - Fleet Services			Maint. Class:	BLDG

Repair Job: 02-83-021 - CLEAN General Cleaning

Total Job Cost: 7,169.38

Job Location: CARIBOU FLEET SERVICES

Labor Hours: 130.11 Labor Cost: 7,155.85

Repair Reason: HOUSEKEEPING

Warranty Violation: None

<u>Parts</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
9HW630519	LIQUID PLUMBER 320Z	1	7.09	7.09
91+630519	LIQUID PLUMBER 320Z	1	6.44	6.44
Total Charges				13.53

Repair Notes:

(DTWSARG) Cleaning of the shop other than work order cleanup.

Repair Job: 14-81430 INSTAUREMOV Air/Oil Filters

Total Job Cost: 941.55

Job Location: CARIBOU FLEET SERVICES

Labor Hours: 7 Labor Cost: 941.55

Repair Reason: HOUSEKEEPING

Warranty Violation: None

Repair Notes:

(DTWSARG) Crush used oil filters coming in from outside and here!

Repair Job: 14-7m06 • INSTAUREMOV Contract Work

Total Job Cost: 680.00

Job Location: CARIBOU FLEET SERVICES

Repair Reason: HOUSEKEEPING

Labor Hours: 0.00 Labor Cost: 0.00

Warranty Violation: None

<u>Vendor Name</u>	<u>Invoice No.</u>	<u>Labor</u>	<u>Parts</u>	<u>Misc.</u>	<u>Tax</u>	<u>Total Cost</u>
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BP 54 - AGREEMENT TO PURCHASE SERVICES

1098 - MCNEALS TRUCKING	6272017MTS	90.00	0.00	0.00	0.00	90.00
7850 - DARIN LEE LILLY	002324	500.00	0.00	0.00	0.00	500.00
1098 - MCNEALS TRUCKING	7232017MTS	90.00	0.00	0.00	0.00	90.00
Total Charges						<u>680.00</u>

Repair Notes:

(DTWSARG) Charge out contracted services.

Attachment 2



State of Maine

State Purchasing Code of Conduct

Affidavit

Maine is a state that believes employers should fairly compensate hard work, that the health and safety of working people should be protected and that no form of unlawful discrimination or abuse should be tolerated. Maine citizens are aware that laws and regulations designed to safeguard basic tenets of ethical business practice are disregarded in many workplaces, commonly referred to as "sweatshops." State Government purchase of goods made under abusive conditions on behalf of its citizens offends Maine citizens' sense of justice and decency. Moreover, when the State of Maine contracts with vendors whose suppliers profit by providing substandard wages and working conditions, Maine's businesses are put at a competitive disadvantage. Therefore, the State of Maine believes in doing business with vendors who make a good faith effort to ensure that they and their suppliers at the point of assembly adhere to the principles of the State of Maine's purchasing code of conduct.

In its role as a market participant that procures goods covered by this code, the State of Maine seeks to protect the interests of Maine citizens and businesses by exercising its state sovereignty to spend Maine citizens' tax dollars in a manner consistent with their expressed wishes that the State deal with responsible bidders who seek contracts to supply goods to the State of Maine, and protect legally compliant Maine businesses and workers from unfair competition created by downward pressure on prices and conditions attributable to businesses that violate applicable workplace laws.

Seeking to protect these local interests through the least discriminatory means available, the State of Maine requires that all bidders seeking contracts to supply the State of Maine with goods covered by this code sign this affidavit stating that they and, to the best of their knowledge, their suppliers at the point of assembly comply with workplace laws of the vendor's or supplier's site of assembly and with treaty obligations that are shared by the United States and the country in which the goods are assembled.

To the best of my knowledge, I swear:

1. that I have furnished a copy of the State purchasing code of conduct to each supplier at the point of assembly of the goods subject to the bid process and have required that each supplier affirm whether it is in compliance with the Code;
2. that the entity listed below and its suppliers at the point of assembly will comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws relating to discrimination in hiring, promotion, or compensation on the basis of race, disability, national origin, gender, sexual orientation, or affiliation with any political, nongovernmental, or civic group except when federal law precludes the State from attaching the procurement conditions provided in 5 M.R.S.A., C. 155, sub-c 1-B; and
3. that the entity listed below and its suppliers at the point of assembly will comply with all human and labor rights treaty obligations that are shared by the United States and the country in which the goods are assembled. These may include obligations with regard to forced labor, indentured labor, slave labor, child labor, involuntary prison labor, physical and sexual abuse, and freedom of association.

QUOTATION # RFP # 201711184

Part numbers covered by this document: Various safety clothing as requested by MaineDOT technicians.

The person signing this affidavit certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained herein, and under penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder/contractor as well as to the person signing in its behalf:

Name of Company: MANCON, LLC
Street Address: 1961 Diamond Springs Road
City, State, Zip code: Virginia Beach, VA 23455
Telephone: 757-460-0879 Fax: 757-457-9334
Authorized Signature: *[Signature]*
Printed Name and Title: Richard A. Clarke, President

COMPLETE PHYSICAL LOCATION OF PLANT(S) WHERE CLOTHING/ TEXTILE IS ASSEMBLED:

Name of Mfr. To be determined from various sources.
Plant Name _____
Street Address _____
City/State _____
Country _____
Telephone # _____

Personally appeared the above named Richard A. Clarke and made oath that the above statement by him/her is true.

Before me *[Signature]*
Andrew Farling Wickard
Date 13 February 2018

MUST BE FILLED OUT AND EITHER ATTACHED TO YOUR RESPONSE OR FAXED TO #207-287-6578 ATTN: BILL ALLEN NO LATER THAN BID OPENING DATE & TIME.

ANDREW FARLING WICKARD
NOTARY PUBLIC
REGISTRATION # 7677194
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
FEBRUARY 29, 2020

ATTACHMENT 3 – PROVIDER SPACE BY LOCATIONS

1/18/2018	MaineDOT STOCK LOCATIONS		STATE		WEEKLY SCHEDULED DELIVERIES	VENDOR	VENDOR
Region	Description	Type	Valuation	Techs		Valuation	Employees
1	*SCARBOROUGH	Main Garage	\$0.00	8	12	\$683,857.01	6
1	STANDISH/GORHAM	Satellite	\$15,420.01	1			
1	TOPSHAM	Satellite	\$9,645.04	1			
2	REGION 2 @ AUGUSTA FLEET	Satellite	\$0.00		9		
2	NORTH AUGUSTA	Satellite	\$12,114.57	1			
2	WINTHROP	Satellite	\$11,231.81	1			
2	FAIRFIELD	Satellite	\$17,020.39	1			
2	EDGECOMB	Satellite	\$11,198.05	1			
2	NORTHPORT	Satellite	\$23,907.97	1			
2	WASHINGTON	Satellite	\$12,677.96	1			
2	RICHMOND	Satellite	\$4,723.39	1			
2	SOUTH CHINA	Satellite	\$13,498.51	1			
2	WEST GARDINER	Satellite	\$2,160.16	1			
3	BETHEL	Satellite	\$15,912.25	1			
3	FAIRBANKS	Satellite	\$18,968.20	1			
3	*SKOWHEGAN (Region Hub)	Sub Garage	\$57.48	3	2	\$303,159.52	2
3	JACKMAN	Satellite	\$15,042.88	1			
3	*DIXFIELD	Main Garage	\$0.00	5	6	\$310,248.73	2
3	SOUTH PARIS	Satellite	\$12,144.33	1			
3	DALLAS	Satellite	\$28,406.29	1			
3	SOLOON	Satellite	\$18,040.07	1			
3	NORTH JAY	Satellite	\$8,365.01	1			
4	HANCOCK	Satellite	\$44,479.93	1			
4	*BANGOR	Main Garage	\$1,932.05	7	21	\$509,882.05	4
4	JONESBORO	Satellite	\$6,758.92	1			
4	BAILEYVILLE	Satellite	\$73,985.50	1			
4	GUILFORD	Satellite	\$21,148.24	1			
4	ENFIELD	Satellite	\$11,230.12	1			
4	ORLAND	Satellite	\$27,011.61	1			
4	PLYMOUTH	Satellite	\$39,667.14	1			
4	HANCOCK MOBILE	Satellite	\$3,417.21	1			
4	PEMBROKE - BAILEYVILLE - MOBILE	Satellite	\$25,730.24	1			
5	*CARIBOU	Main Garage	\$123.07	11	12	\$412,095.07	4
5	MEDWAY	Satellite	\$9,984.92	1			
5	HOULTON	Satellite	\$23,276.65	3			
5	OAKFIELD	Satellite	\$21,085.14	1			
5	TOPSFIELD	Satellite	\$19,490.77	1			
5	HOULTON SOUTH MOBILE	Satellite	\$9,795.48	1			
5	HOULTON WEST MOBILE	Satellite	\$8,693.36	1			
6	FLEET PURCHASES Catalog	Catalog	\$0.00				
6	*AUGUSTA HEAVY EQUIPMENT	Main Garage	\$16.76	14		\$1,158,109.01	6
6	*AUGUSTA FABRICATION	Main Garage	\$0.00	10			
6	*VEHICLE PREP	Main Garage	\$9,160.00				
6	FUEL SERVICES	Satellite	\$14,379.16	4			
6	OBSOLETE STOCK	Satellite	\$2,853.57				
	Vendor Management						3
	*Asterisked location is Hub or Sub-Garage and is available for optional Provider use.						
		TOTAL	\$624,754.21	97		\$3,377,351.39	27

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

Agreement

The Provider shall furnish or provide the services, parts, supplies and equipment, hereinafter “**Parts**” necessary to complete the Project in accordance with these terms and conditions and the Maine Department of Transportation’s (MaineDOT) requirements, as outlined in MaineDOT’s Contract.

General Provisions

Representation by MaineDOT

By executing the Contract, MaineDOT’s signatory represents that, to the best of their knowledge, the Provider (or any of its representatives) has not been required, as a condition of obtaining or carrying out the Contracts to:

1. Pay or agree to pay any firm, person or organization any fee, contribution, donation, or consideration of any kind.

Representation by the Provider

By signing the Contract, the signatory represents that they are a duly authorized representative of the Provider and that neither they nor the Provider’s firm has;

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Provider) to solicit or secure the related contracts;
2. Paid, or agree to pay, to any firm, organization, or person (other than a bona fide employee working solely for the Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract and any related contracts.

By signing the Contract, the Provider certifies to the best of its knowledge and belief, that it and its principals:

1. 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.
2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - a. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - b. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. 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.
4. Have not within a three (3) year period preceding this application or proposal had one or more federal, state or local government transactions terminated for cause or default.

Priority of Conflicting Contract Documents

If the Provider discovers any error, omissions, conflict, or discrepancy related to the Contract Documents that may significantly affect the cost, quality, conformity, or timeliness of the work, the Provider must notify MaineDOT within five (5) business days. MaineDOT and the Provider, hereinafter the “Parties” agree that the following components of the contract documents shall control in the following descending order of priority:

- Modification to the Contract
- Contract and Appendices
- General Conditions

Owner Responsibilities

No Personal Liability

MaineDOT’s employees and other representatives act solely as representatives of MaineDOT when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as MaineDOT employees to the Provider for the implementation of the Contract.

Notice to Proceed

Following the execution of the contract, MaineDOT will issue a contract number. This number should be referenced on all related invoicing and correspondence to MaineDOT. The fully executed contract and a “Written Notice to Proceed” will be sent to the Provider, who may then commence work; the Provider will not be compensated for any work done prior to the receipt of a written Notice to Proceed.

Advise Provider of Services of Other Providers

MaineDOT shall advise the Provider of the identity and scope of services of any independent Providers employed by MaineDOT and providing services on the Project. MaineDOT’s Contract Administrator will be responsible for coordinating the efforts of the Provider under contract with MaineDOT.

Provider Responsibilities

Project Records

All project records, whether printed or electronic, made by the Provider and sub-contractor(s), or furnished to the Provider by MaineDOT shall, upon completion of the work contemplated under the Contract, be filed with MaineDOT. The Provider and sub-contractor(s) shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred under the Contract and shall make such materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract. The Provider and sub-contractor(s), shall allow inspection and audit of pertinent documents by MaineDOT or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested, at no cost to MaineDOT.

The Provider shall keep records in such form as may be easily audited and in accordance with 48 CFR, Part 31-Contract Cost Principles and Procedures. This references requirements to follow Office of Management and

Budget (OMB) Circular No. A-87 (2 CFR 225), OMB Circular No. A-122 (2 CFR 230), and Defense Contract Audit Agency Pamphlet No. 7641.90, Information for Contractors. Please note that after December 26, 2014, any Provider required to use OMB Circulars A-87 or A-122 shall be required to comply with 2 CFR 200. Per these referenced regulations, the Provider shall maintain salary records/timesheets for all employees showing all hours whether compensated or uncompensated. This is to include all hours worked for project, administrative, and other activities. Audits shall be performed and issued in accordance with Generally Accepted Government Auditing Standards (GAGAS) as promulgated by the Comptroller General of the United States of America.

The Provider shall retain all records in accordance the 49 CFR §18, which in addition to the above shall contain documentation of project progress as well as dates of all meetings, plan submissions, agreement, etc. with agencies or persons other than those of the Provider.

Invoice Documentation

Records of the Provider's costs pertinent to the Provider's compensation under a Contract shall be kept in accordance with generally accepted accounting practices and the above-mentioned regulations. These records will be used to the extent necessary to verify the Provider's charges and upon MaineDOT's timely request, copies of such records shall be made available to MaineDOT or its designee at its Augusta office, at no cost to MaineDOT. Records shall be available for review by MaineDOT for a period of three (3) years following final payment.

Ownership of Documents

All original data furnished to the Provider by MaineDOT shall be returned to MaineDOT in good order.

All plans, specifications, exhibits, and products prepared or obtained by the Provider under the terms of the Contract shall be delivered to and become the sole property of MaineDOT upon completion of the work. The Provider must never release these documents to anyone other than MaineDOT without MaineDOT's expressed written permission. The Provider shall be entitled to maintain a copy of all such documents for it business files for a period of three (3) years.

If MaineDOT alters the Provider's plans, specifications, exhibits, or product, or uses said plans, specifications, exhibits, or product for purposes other than their original intended use, the Provider shall not be held liable.

Safety

The Provider shall be equipped with all the required Personal Protective Equipment.

Sub-Contractors and Outside Associates and Providers

The Provider may not enter into a sub-contract with a firm that is not specifically identified in the Contract as a sub-contractor without first receiving written approval from MaineDOT's Contract Administrator or designee. MaineDOT retains the right to reject the sub-contractors, if it has concerns about the sub-contractor's ability to perform the services described.

Provider's Duties Regarding Sub-contractor(s)

The Provider is responsible for:

1. Assuring its sub-contractor(s) has sufficient skill and experience to perform the work properly; and
2. Coordinating and managing its sub-contractor(s) to achieve the intent of the Contract.
3. Verifying applicable indirect cost rates, accounting documentation, and compliance with federal and state

regulations.

Claims

The Provider agrees not to bring any claims for damages sought by its sub-contractor(s) against MaineDOT and hereby indemnifies and holds MaineDOT harmless against any claims arising from its failure to coordinate and manage its sub-contractors and from any and all claims or liabilities arising from work performed by a sub-contractor. Sub-contracting does not alter the Provider's obligations under the Contract.

Flow Down

All Provider sub-contracts, and all lower tier sub-contracts, shall contain or reference all applicable provisions of the Contract, these General Conditions, and the applicable federal provisions.

No Third Party Beneficiaries

The Provider and MaineDOT agree that the Contract are not intended to create any third-party beneficiaries or to authorize anyone not a party to the Contract to maintain an action under said Contract provisions.

Accuracy

The Provider is responsible for reviewing all reports, data, and information provided by MaineDOT and notifying MaineDOT of any error, omissions, conflict, or discrepancy.

The Provider shall be responsible for the services rendered, the professional quality, technical accuracy, and the coordination of all documents, designs, drawings, specifications, and other services furnished by the Provider and sub-contractor(s) under a Contract. MaineDOT shall not be responsible for discovering deficiencies in the work product or professional services, but will notify the Provider if a deficiency is discovered.

Standard of Care

The Provider represents that it has the requisite skills, expertise and licensing to perform all contract work using the accepted standards of care in the Provider's profession or occupation.

Responsibility for Errors and Omissions

Upon request by MaineDOT, the Provider agrees to correct any errors or omissions by the Provider and/or sub-contractor(s) in work required under a Contract without undue delay and without cost to MaineDOT. The Provider will be responsible for any costs incurred as a result of any such errors and omissions.

Issue Correct Parts

The Provider will issue the correct Parts 95% of the time. This will be monitored monthly through MaineDOT's Evaluations. The foregoing requirement will be calculated by dividing the number of errors by the number of invoices. The rolling average will be calculated over the most recent three (3) month period.

Vehicle Parts

The Provider shall purchase and own all stocked inventories held for future MaineDOT use at MaineDOT facilities and make purchases of non-stocked items on an as-need basis. The Provider shall purchase all items using its own procurement and inventory management system, but will capture and report for MaineDOT's use.

The Provider must seek approval from designated MaineDOT personnel prior to issuing any new product lines or Parts from existing product lines that have been changed and/or updated. MaineDOT will not reimburse the Provider for any Parts that have been issued without this prior approval. The cost of the unapproved products, and all expenses incurred in the repair of the vehicle/equipment for a period of up to six (6) months after said

repair where these Parts were used will be deducted from the Provider's monthly invoice. The language set forth above will not apply to any "Emergency Substitutions" that have been agreed upon by the Parties. If more than one grade of product meets MaineDOT requirements MaineDOT may designate which grade will be utilized, MaineDOT and the Division of Procurement Services each reserve the right to review lists, descriptions, and inventories of the Parts supplied under this Contract to ensure they are in compliance with the State of Maine's requirements and policies.

MaineDOT reserves the right, over the course of the contract period to determine which products must be new or may be refurbished or recycled. The Provider shall also accept industry standard cores for rebuilding where the Parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, etc.

MaineDOT requires that rebuilt, refurbished or recycled products meet or exceed Original Equipment Manufacturer (OEM), Society of Automotive Engineers (SAE), Underwriter's Laboratories (UL), Military Standard (Mil-spec), American National Standards Institute (ANSI) or other industry standard.

The Provider must accept returns of supplies and materials from MaineDOT within thirty (30) days of original pickup if the items are in unused condition, in their original packaging and can be sold to another party or returned to the vendor without any restocking fee. If an item is requisitioned in error by MaineDOT and cannot be returned by the Provider to the supplier without incurring a restocking fee and has no foreseeable future use by MaineDOT, then MaineDOT will pay the restocking fee. If an item is ordered in error by the Provider and cannot be returned by the Provider to the supplier without incurring a restocking fee and has no foreseeable future use by the Provider or MaineDOT, then the Provider shall pay the restocking fee.

The Provider shall warranty all items and commodities it furnishes to MaineDOT from defects for a period of time that meets or exceeds the level of protection offered by the manufacturers' and/or suppliers' warranties for such items. The Provider shall be responsible for identifying each item requisitioned by a MaineDOT employee that is covered by a warranty at the time the requisition is made, and for furnishing the item at no charge or at a reduced charge to MaineDOT (as provided for by the terms of the manufacturer/supplier warranty). The Provider shall be solely responsible for pursuing restitution from manufacturers/suppliers for its replacement of defective items returned by MaineDOT. The Provider's pursuit of such claims shall not delay the provision of replacement items to MaineDOT without the prior approval of the MaineDOT CAOD. If the manufacturer warranty includes labor, it will be passed on to MaineDOT. The Provider must provide a warranty tracking process. This data must be available to MaineDOT personnel through queries or reports on request.

Availability of Parts

The availability of Common Preventative Maintenance and Wear Parts at manned locations will be 95%. The parties will identify the Parts and/or category of Parts that fall into these categories.

MaineDOT reserves the right to purchase Parts directly from other sources if the Parts:

1. Cannot be provided by the Provider within the time frames specified; or
2. Do not meet OEM quality; or
3. Are deemed by MaineDOT to be inferior or unacceptable.

MaineDOT reserves the right to solicit repairs from any private vendor to include such Parts and services for the repair of fleet equipment, and reserves the right to utilize State of Maine master agreements and contracts for related parts and services.

Issuing of Parts

The Provider shall enter Parts into MaineDOT's work order system (manually or electronically) within seven

(7) days of receiving a valid work order number and will electronically bill/post to a specific work order. If the Provider fails to enter Parts into the MaineDOT's work order system (manually or electronically) within seven (7) days following receipt of a valid work order number, MaineDOT will not be required to pay for said Parts. Furthermore, a mechanic's request for Parts must always be accompanied by a work order number. Any emergency request for Parts that are not accompanied by a work order number must be confirmed through the Fleet TOMs or Designee (FTOD). The Provider will key all transactions into the MaineDOT FleetFocus management system (manually or electronically) and ensure that all Provider staff are trained on this system. MaineDOT personnel will assist the Provider personnel in this training and any costs associated with this training will be absorbed by the Provider.

Inventory Management Systems

The Provider will maintain back-up files of all its transactions with the MaineDOT and AssetWorks in case of data loss. In case of data loss, any specific data loss will be the responsibility of the Provider. If either Party implements a software upgrade, that party agrees to provide thirty (30) days written notice prior to the testing period and the Provider will secure a dedicated test environment and staff for testing purposes. The Provider and AssetWorks will partner to provide seamless integration with FleetFocus maintenance management software in order to increase efficiency in providing Parts for the Providers locations and to effectively manage Parts inventories and value of same at the Provider's location. The Provider will integrate FleetFocus with the Provider's software system. The Provider will provide all catalogues in an electronic format. The Provider will utilize MaineDOT's FleetFocus management system to research the correct Parts needed to repair a vehicle. Orders will be entered into the Provider's software point-of-sale system at the time the Part is issued. If a Part requested is not in the standing inventory, the Provider personnel will order the Part and upon receipt, update the inventory. MaineDOT must, prior to purchase, approve the purchase of a Part that costs \$15,000.00 or more. The request must include copies of the vendor quotes. MaineDOT may, at its sole discretion, change this dollar limit at any time during the term of the contract.

The Provider will maintain the data within MaineDOT's FleetFocus system through interfaces with its internal data processing systems and if necessary, through authorized hands-on use of the MaineDOT FleetFocus system by designated Provider staff. The Provider shall capture in FleetFocus Parts issues, Parts costs, product issues, and product costs for the integrity of data analysis. Operation and maintenance of the FleetFocus system will remain solely in MaineDOT's control.

Parts Inventory

The Provider shall stock the identified Main Garages on-site store(s) with such type and quantity of Parts as are necessary to ensure compliance with the fill rate requirements. The Parties will work together to determine the Parts that will be kept in inventory as well as the inventory levels of said Parts. The determination may be based on usage, fleet size, and critical nature of the Part(s), ordering delays, lead time or any combination of these factors. In addition, the Provider shall stock such type and quantity of specific Parts as MaineDOT may from time to time request. The Provider shall not stock the on-site store(s) with a level of inventory that exceeds levels more than required to meet the fill rate requirements. If the fill rates stated are not maintained by the Provider, and MaineDOT finds it necessary to purchase higher priced items from other sources to meet its needs, MaineDOT will deduct the difference in their cost, plus 10%, to cover administrative costs, from the monthly invoice. The Provider agrees that the Parts disbursement will be achieved within a reasonable transition period. The Provider agrees to reach the stated initial benchmark to provide an 95% "available Parts (Parts on hand) also known as "on-demand" rate at the start of year. The availability of common preventative maintenance and wear Parts at manned locations will be 95%. The Parties will identify the Parts that fall into these categories.

The Provider will use commercially reasonable efforts to competitively source all Parts, both stocked and non-stocked, to ensure MaineDOT is paying the lowest possible price. If MaineDOT discovers that any normally

stocked Part or item purchased by the Provider hereunder in excess of \$300.00 in cost (per unit) is priced 10% or more greater than the price of the same Part or item of equal or higher quality available from another competitive source under like quantities and similar terms and conditions, and MaineDOT provides written notice to the Provider of such discovery, then MaineDOT, as its sole and exclusive remedy and the Provider's sole liability, may assess the Provider a penalty equal to the difference in price of the normally stocked Part/item supplied by the Provider and the lower priced Part/item discovered by the MaineDOT plus an administrative fee equal to 10% of the difference in price. MaineDOT shall provide to the Provider any reasonably requested documentation validating the difference in price of the normally stocked Part/item at issue under this section.

Parts Catalog

The Provider shall provide MaineDOT's staff access to their web-based "Supplies and Materials Catalog". This catalog must show at least the item numbers, descriptions, specifications, Safety Data Sheets, units of measure, item notes, restrictions, cost of product, and an image if possible. The catalog shall provide current information and be in sync with the Provider's database. Any items to be added to catalog must be approved by the COAD. In addition, the catalog shall include, but will not be limited to, the following:

1. Search Engine
2. Contact Information for MaineDOT Program Personnel
3. Program Reports (Current Version)
4. SDS History (Current Version)
5. Review of Past Acquisitions
6. MaineDOT Policies and Procedures Manual

Quality Control

MaineDOT reserves the right to conduct periodic evaluations of all its Parts rooms. The content of these evaluations, as well as the level of MaineDOT participation will be mutually agreed upon by the Parties. The purpose of this evaluation will be to determine whether the Provider is maintaining agreed upon inventory fill rates and service levels, as required by the Contract. Upon request, the Provider shall meet with MaineDOT to review the evaluation results and identify areas for improvement. The Provider will have 14 days from the date of this meeting to develop a plan to remedy any deficiencies identified through the evaluations, failure to comply could result in default.

Provider Personnel

The Provider will provide an adequate number of qualified Parts personnel to successfully perform and execute its obligations under this Contract. MaineDOT reserves the right to have the Provider replace individual staff employees for good cause. "Good Cause" includes, but is not limited to, the following:

1. Unsatisfactory attendance or excessive tardiness;
2. Unauthorized time away from the work area or use of work time for personal business;
3. Use of obscene or abusive language;
4. Inadequate or unsatisfactory work performance;
5. Disruptive behavior, including being impaired by alcohol or other drugs on the job or the use of alcohol and/or drugs on the job;
6. Sexual harassment in the workplace or workplace violence;
7. Failure to follow established Provider and/or MaineDOT written policies and procedures;

8. Violating safety rules where there is a threat of physical harm to others;
9. Unauthorized use or misuse of State property or State/Provider program records;
10. Falsification of any State/Provider program records, including but not limited to, transaction records, reports, time records, invoices, or other official program records;
11. Willfully or negligently damaging or defacing State or Provider program records; State property, or property of other Providers, State Employees or Visitors;
12. Theft or unauthorized removal of State or Provider program records, State property, or the property of other Providers, State Employees or Visitors;
13. Gambling on State property;
14. Fighting and/or other acts of physical violence;
15. Participating in any kind of work slowdown or similar concerted interference with State operations;
16. Possession or use of firearms, dangerous weapons, or explosives to include Taser, Mace, or pepper spray type devices;
17. Threatening or coercing State and Provider Employees or Visitors;
18. Criminal convictions for illegal conduct occurring on or off the job that are of such a nature that the continued employment of a contract employee could constitute negligence with regards to the State's or contractor's duties towards other State or Provider Employees or the public and;
19. Workplace violence, any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. This includes but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

MaineDOT Personnel

If the Provider submits a written request to use MaineDOT personnel and equipment to perform tasks that are the Provider's responsibility under the Contract, and MaineDOT provides written consent to such request, MaineDOT will invoice the fully burdened labor and equipment rental rates for all of the time necessary for the pickup or delivery, and the mileage or hours required for the equipment used. In addition, that portion of the daily rental attributable (based on an eight (8) hour day) to the time used in performance of the pickup or delivery will be invoiced. Daily rental is defined as the cost of depreciation, insurance, and administrative charges associated with the ownership of the vehicle for one day, as approved by the Federal Highway Administration (MaineDOT's cognizant Federal agency) for federal reimbursement. MaineDOT will provide the Provider with a listing of MaineDOT personnel and/or MaineDOT positions that are authorized to approve the Provider's request for this type of assistance. These charges will be deducted from the Provider's monthly invoice.

MaineDOT Systems

The Provider will maintain the data within MaineDOT's FleetFocus system through interfaces with its internal data processing systems and if necessary, through authorized hands-on use of the MaineDOT's FleetFocus system by designated/trained Provider staff. The Provider shall capture in FleetFocus; Parts issues and Parts costs for the integrity of data analysis. Operation and maintenance of MaineDOT's FleetFocus system will remain solely in the control of MaineDOT.

Facilities

Any damage to the Premises including but not limited to; structural components, existing utilities, equipment or finished surfaces, reasonable wear and tear excepted, resulting from the performance of this Contract shall

be repaired by the Provider to MaineDOT's satisfaction at the Provider's sole expense if the Provider, its Provider Personnel or its agents, sub-contractors, or any invitees cause or contribute to the damage. Repairs undertaken shall at least restore the Premises to their original condition, reasonable wear and tear excepted. Furthermore, if the Provider shall become aware of any condition on the Premises that constitutes an immediate threat of injury to person(s) or property, whether or not caused by the Provider or its Provider Personnel, the Provider shall, without delay, notify MaineDOT of said threat and shall, without delay, take such actions as may be reasonably necessary for the protection of person(s) and property and shall give notice thereof to MaineDOT as soon thereafter as possible.

If the Provider does not make the repairs in a timely manner, MaineDOT may withhold the cost of the repairs from the Contract payments. At the termination of this Contract, the Provider shall deliver the Premises to MaineDOT in as good condition as they were on the Contract Effective Date, reasonable wear and tear excepted. In the event the Provider fails to deliver the Premises to MaineDOT at the termination of this Contract in as good condition as they were on the Contract Effective Date, reasonable wear and tear accepted, then, in addition to any other remedy that MaineDOT may have, MaineDOT shall be entitled to deduct from the Contract's final payment, the reasonable cost to repair and restore the Premises to as good condition as existed on the Contract Effective Date, reasonable wear and tear excepted. If the cost of such repair and restoration exceeds the amount of the Contract's final payment, then the Provider will be invoiced for, and shall pay, the additional costs incurred.

Personal Property: MaineDOT is not responsible for the loss of or damage to any personal property that the Provider, Provider personnel, agents, subs, etc. bring on the Premises. All personal property placed in or kept on the Premises shall be at the sole risk of the Provider or the Owner of such personal property and MaineDOT shall have no liability for loss, damage or deterioration of same, except to the extent that the Contract provides otherwise. All personal property presently owned by MaineDOT and located at the Premises shall remain the property of MaineDOT. The Provider shall have the right to use such personal property at the Premises solely in connection with its performance of Services. The Provider shall exercise commercially reasonable efforts to maintain the personal property in good and serviceable condition, ordinary wear and tear excepted. If any item of personal property is damaged or is in need of repair or replacement, due to no fault of the Provider, then the Provider will immediately notify MaineDOT and request that MaineDOT repair or replace said personal property. To the extent that any personal property is damaged or is in need of repair or replacement due to any act or omission of the Provider or the Provider's Personnel, then the Provider shall immediately notify MaineDOT and request that MaineDOT repair or replace said personal property at the Provider's expense.

Trash Disposal: MaineDOT shall be responsible for ordinary trash disposal, such as office paper and kitchen refuse that is generated on the Premises. The Provider shall be responsible for the proper disposal of all other items that the Provider owns or leases, including but not limited to items that are considered to have any environmental waste or hazardous component (e.g., tires, SSP equipment, etc.). The Provider shall keep the Premises in a neat and orderly condition and shall not allow the accumulation of any trash or waste on the Premises.

Alterations, Additions, Improvements: The Provider is not permitted to make any alterations to the Premises without MaineDOT's prior written consent. No alterations, additions or improvements shall be made to any part of the Premises without the prior written consent of MaineDOT. If consent is granted, the Provider is responsible for any testing, notifications and/or abatement of asbestos-containing material that could potentially be disturbed by said activities. The Provider shall also be responsible for providing, at the Provider's expense, all General Contractor's insurance, as is customary in such situations, during the period of any construction.

Security of Storage Facilities: The Provider shall maintain security and control of the Provider storage and office facilities at all times, including any outside storage areas or structures. Unaccompanied MaineDOT personnel

may not enter such areas (except on an emergency basis) after normally scheduled operating hours. In cases of building inspections in the Provider's areas, MaineDOT personnel should be escorted by Provider personnel. There will be no public access to the storage locations. The Provider is not allowed to have non-Provider or non-MaineDOT personnel on MaineDOT property without authorization from MaineDOT.

Spill Clean Up Requirements: The Provider shall be responsible for all cleanup activities resulting from spills of supplies and materials that may occur in their storage areas. If MaineDOT personnel cause such a spill while within the Provider's storage areas, both parties will make arrangements for such cleanup activities. The Provider (and MaineDOT, if applicable), will comply with all federal, state, and local regulations in the performance of its cleanup activities.

Material Handling Equipment: The Provider's employees must be trained and certified to operate MaineDOT equipment by MaineDOT Driver Trainers. The Provider's personnel must complete daily inspection reports on MaineDOT equipment. The use of MaineDOT material handling equipment may be arranged with proper training.

Environmental Contamination: The Provider shall not cause or contribute to or permit any Person to cause or contribute to:

1. any pollution of surface water, ground water, soil or;
2. any condition which may result in a claim of liability under any applicable environmental and/or common law.

The Provider shall promptly, and at its sole cost and expense, take any and all steps necessary to remedy any condition involving environmental contamination of the Premises resulting from or incident to, the Provider's use of the Premises or caused by any Employee, Agent, Provider, or invitee of the Provider or the Provider's Personnel. This obligation shall survive the termination of this License/Contract.

With the exception of toxic or hazardous substances that are specifically related to or specifically associated with maintenance activities performed pursuant to the Contract, the Provider shall not, without the prior written approval of MaineDOT, engage in or allow any activity on the Premises involving: (i) the handling of any toxic or hazardous substances, (ii) the storage, treatment or disposal of any toxic or hazardous substances or (iii) any other substance that may be the subject of liability pursuant to any environmental law of the United States or the State of Maine. For the purposes of this Contract, "hazardous substance(s)" shall have the meaning of "hazardous substance" at 42 U.S.C. Section 9601, as amended.

The Provider shall not bring or permit any party to bring onto the Premises, any hazardous waste found off of the Premises, and shall not permit the disposal or storage of any hazardous or other waste on the Premises. This provision shall apply in all events.

Except in strict conformance with the Provider's performance of the Contract, the Provider shall not discharge or permit the discharge of any toxic or hazardous substance or any other environmentally harmful substance, to the air, soil, surface water, or ground water.

Waste Materials Handling, Disposal, Clean Up, and Record Keeping Requirements: The Provider shall manage the collection, storage, and recycling of various waste materials related to equipment maintenance and repair operation. The Provider shall comply with all federal, state, and local regulations regarding waste material storage, labeling, and disposal to include Safety Data Sheets (SDS).

Documentation and Record Keeping Requirements: The Provider shall be responsible for all record-keeping regarding certifications of material handling procedures, liability insurance, and SDS for all required supplies

and materials. These products include, but are not limited to:

1. Oily rags

Progress Reports

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

During the course of the project, the Provider shall submit to MaineDOT a Monthly Project Status Report of accomplishments from the preceding month. This progress report shall be used to keep team members and Contract Administrator informed about the project's status and issues. Information will include:

1. A written statement describing the work accomplished during the period and to date.
2. An estimate of the percentage of work completed within the specified services.
3. An estimate of the effort needed to complete the specified services.
4. The percentage of contract time elapsed and the percentage of the contract amount expended (including contract modifications).
5. Contract Modifications and anticipated contract modifications.
6. Any information needed from MaineDOT to complete the project and avoid delays.
7. The Provider's action plan to remedy and address any non-conforming or unacceptable work submitted to MaineDOT.
8. Documentation of anticipated problems and possible solutions.
9. The Provider will keep MaineDOT informed as to changes in its rates and key personnel.
10. Information from monthly regional Business Review meetings outlining accomplishments and issues to be addressed.

These progress reports shall be submitted to MaineDOT **monthly**, regardless of whether or not payments are due. Failure to submit could result in non-payment of the invoice or a determination of cause for default, and shall be recorded in the Provider's Performance Evaluation. If work is temporarily delayed, the Provider may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Provider will be responsible for addressing any action that may be required in order to keep the project on schedule.

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

Additional Services and Schedule

All requests for additional services must be submitted in writing to the Contract Administrator or Designee, outlining both the scope and the cost. MaineDOT will issue a written modification after both MaineDOT and the Provider agree on the services to be performed, as well as the cost of same. The Provider shall not proceed with the work until a written modification has been executed by MaineDOT.

Time

Schedule

The Provider shall perform its work in accordance with the timeframes set forth in the Contract.

Extensions

If during the process of the work it is necessary to change or extend a date due to circumstances beyond the Provider's control, a request in writing shall be made to MaineDOT within ten (10) days of the circumstances giving rise to said change. This request will include an estimate of any additional costs. Any requests of this type will also be noted in the Monthly Project Status Report.

Late Delivery

If the Provider fails to perform work within the timeframes indicated in the Contract, including any pre-approved time extensions granted by MaineDOT and for reasons unrelated to performance by MaineDOT, and MaineDOT reasonably determines that such a failure causes a financial impact on MaineDOT, said failure shall be recorded in the Provider's performance evaluation and used as part of MaineDOT's selection process for future projects.

Compensation and Payments

Invoicing

The Provider will be paid in accordance with the payment method agreed upon in the Contract. The Provider will submit a monthly invoice for labor (including overhead and profit) and a separate monthly invoice for Parts and commercial charges, grouped accordingly.

Submission of Invoices

Invoices will be generated using MaineDOT's Standard Provider Invoice. The Provider will adapt its billing and invoice processing system to fit into the MaineDOT's current workflow process. The Provider will submit monthly invoices to MaineDOT's Contract Administrator or Designee. Invoices shall be submitted in a form acceptable to MaineDOT and accompanied by supporting documentation, including but not limited to, receipts, timesheets and one copy of a Progress Report. The progress report must:

1. Correspond to the invoice and;
2. Outline the work completed during that invoice period.

MaineDOT is not required to make any payment until these documents are received, reviewed and accepted.

Payment on Invoices

Payment for services shall be made in accordance with the terms negotiated in the Contract. Invoicing will be based upon Riders D and D1 for costs incurred during the previous period plus reimbursement for out-of-pocket expenses. Requests for reimbursement of out-of-pocket expenses must be accompanied by receipts.

MaineDOT's review of, approval of, acceptance of or payment thereof, for services provided under the Contract will not be construed to be a waiver of any right(s), claim(s) or damage(s) under the Contract or any cause of action arising out of the contractual performance.

Semifinal Estimate

When 80% to 90% of the total cost estimate (including modifications) has been expended under the Project Contract, the Provider shall develop a detailed estimate of the dollar amount and work hours necessary to complete the work, including an explanation of where and why any overruns are anticipated to occur. If MaineDOT is satisfied that sufficient justification exists, a contract modification with a revised maximum amount may be approved.

Final Invoice

The Provider must make a notation on the final invoice stating that it is the “Final Invoice”. This invoice must be accompanied by the “Certification of Final Sub-Contractor Payment” form.

Payment

Upon MaineDOT’s receipt and acceptance of all required deliverables and services, including but not limited to plans, reports and documents, MaineDOT will pay the total cost as defined in the Contract, less previous payments to the Provider. This payment shall constitute payment in full for all acceptable work performed under the Contract.

In the event of any termination as outlined within these General Conditions, the Provider may be entitled to invoice MaineDOT for all acceptable work performed through the effective date of termination.

In the event that a Contract is terminated without completion of the services specified in the Contract, the total cost of the work satisfactorily completed, in addition to a percentage of the Fixed Fee (when applicable) proportional to the amount of work completed, shall constitute payment in full for the Contract.

Maximum Amount Payable

The total estimated cost of the project shall be stipulated in the Contract. The amount must not be exceeded without a written contract modification between the Provider and MaineDOT. The work is to be completed as economically as possible and will be subject to review by MaineDOT.

Maximum Reimbursement

MaineDOT has an established policy regarding salary and overhead limits. The Provider and sub-contractors are required to conform to these limits. Providers exceeding these limits may request a waiver prior to execution of the Contract by completing MaineDOT’s Wage Rate Waiver Request Form

Fair and Reasonable Cost

In order to comply with federal regulations regarding reasonable costs, MaineDOT has established a policy of reviewing Provider salaries to ensure conformance with this regulation.

No Inflation Adjustments/Interest

No payments due the Provider shall be adjusted for inflation. No interest shall be due or payable on any payment due the Provider, regardless of any statement on billing invoices.

Direct Expenses

For Direct Expenses other than as provided for in Rider D of this Agreement and as defined by 48 CFR Part 31; such as telephone, tolls, reproduction costs, travel costs and approved sub-contractor(s) costs, shall be billed at actual cost. Mileage and per diem will be billed in accordance with the guidance set forth below. MaineDOT does not allow any mark-up on direct expenses or sub-contractor costs. Direct expenses must be pre-approved by the Contract Administrator or Designee and be done at the direction of MaineDOT.

Mileage shall be paid at the current amount allowed by the State of Maine, Title 5, M.R.S.A. §1541.

Per Diem (meals which require an overnight stay and lodging) will be in accordance with State of Maine, Title 5, M.R.S.A. §1541 policy and will not exceed the current amounts allowed by the State of Maine. This information

can be found on the MaineDOT's Contract Procurement Office (CPO) website under "Quick Links" and "Doing Business with MaineDOT".

If the Provider wishes to be reimbursed for meals and lodging the Provider must receive approval from the Contract Administrator or Designee prior to placing an employee in overnight status. Consideration will be given based on the following:

1. Round trip commute from the Provider's residence to the project location exceeds 150 miles per day.
2. The cost of lodging and meals prove to be more cost effective than commuting.
3. The number of hours the Provider is required to work in a day.

When the Provider is in approved overnight status, the commuting mileage between public lodging or project residence and the project shall not exceed 30 miles round trip per day. Up to 10 additional miles will be allowed to obtain noon meals. Exceptions may be granted by the Contract Administrator or Designee on a case by case basis, based on the project location and lodging availability.

MaineDOT uses the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem allowed for meals and lodging reimbursement. When overnight travel is required as part of the project contract, all travel costs must be documented in accordance with federal regulations and must comply with the Provider's own travel reimbursement policies and are not to exceed federal per diem rates. For any travel not in overnight status, individual meals will not be reimbursed.

1. Meals – If it is the Provider's policy to reimburse its employees utilizing per diem rates, the Provider will not be required to submit receipts when invoicing MaineDOT at the per diem rate for meals. If the Provider's policy is to reimburse employees for the actual cost of meals, the Provider will be required to submit receipts when invoicing and MaineDOT will reimburse the Provider for the actual amount up to the per diem rate.

In highly limited instances, when a contractually required meeting can only be held during generally recognized meal times, and providing food is an essential component for the attendees, properly documented and reasonable costs may be reimbursable only with prior written authorization from both the Federal program funding source and the contract's Program Manager.

2. Lodging – MaineDOT reimbursements will not exceed the per diem amount and receipts are always required.
3. Reproduction Costs – Cost to reproduce plans for submittal to MaineDOT is considered a direct expense and shall be charged at actual costs. Any reproduction cost incurred for the Provider's internal use is considered an overhead expense and not chargeable as a direct expense.
4. Travel – The Provider must ensure that travel costs incurred are reasonable and obtained at the most economical price. MaineDOT will reimburse airfare at the economy class rate. All purchases of air travel must include written quotes that have been requested by at least three qualified sources for the required itinerary. Written documentation of the quotes should include, at a minimum, the name of the agency person obtaining the quote, the date and time of the quote and the travel agency from which the quote was obtained.
5. Sub-Provider Payments – Per 49 CFR 26.29 the Provider may invoice MaineDOT for the sub-contractor costs that are treated by the Provider as accrued, due to such costs having been billed to the Provider, and recognized by the Provider and MaineDOT as a valid and undisputed "due and payable". By submitting accrued yet unpaid sub-contractor costs for reimbursement, the Provider agrees that within ten (10) days

of receipt of reimbursement, the full amount submitted as reimbursable accrued sub-contractor costs shall be paid to the sub-contractor.

Amounts Due MaineDOT

MaineDOT may deduct sums otherwise due the Provider for actions inconsistent with contractual requirements. Where the sums to be deducted are more than the funds otherwise due the Provider, the Provider shall remit all amounts due MaineDOT within 30 days of demand by MaineDOT. MaineDOT reserves the right to be reimbursed by the Provider for the following:

1. Payment(s) made for work that fails to meet professional standards of construction engineering and inspection;
2. Overpayments or incorrect payments identified by audit finding;
3. Costs that, due to actions by the Provider, are found to be ineligible for Federal/State Funding, and/or not in compliance with MaineDOT standards.

These reimbursements may be recovered through an action in law or through equitable rights of set-off. MaineDOT shall promptly notify the Provider of any such claim for reimbursement and give the Provider full opportunity to defend itself.

Damages

Time is of the essence in the delivery of Parts and in the event of delay(s) in the delivery of Parts, MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damages by reason of such delay, it is therefore agreed upon that the amount to be paid by the Provider will be calculated by MaineDOT on a case-by-case basis for each calendar day of delay in delivery as liquidated damages and not as a penalty.

Set-Off Rights

MaineDOT shall retain all of its common law, equitable and statutory rights of set-off. These rights shall include but are not be limited to, the State's option to withhold for the purposes of set-off monies due the Provider under a specific Contract up to any amounts due and owed to MaineDOT with regard to this Contract, any other Contract or any other Contract with any State Department or Agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owed to the State for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.

This Set-Off provision shall survive any termination or expiration of the Contract.

Non-Appropriation

Notwithstanding any other provision of this agreement, if MaineDOT does not receive sufficient funds to fund the Contract, if funds are de-appropriated, or if MaineDOT does not receive legal authority to expend funds, then MaineDOT and/or the State of Maine is not obligated to make payments under the Agreement.

Indemnity, Insurance Waiver of Subrogation

This Section contains general requirements for indemnification and insurance by the Provider.

Indemnification

The Provider agrees to indemnify, defend, and hold harmless MaineDOT and its officers, agents and employees from any and all claims, suites or liabilities arising from any negligent or wrongful act, error or omission by the Provider, its officers, employees, agents or contractors. Nothing in this section shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law.

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

Insurance

Procured Insurance

All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. The Provider and sub-contractor(s) shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as Contractual obligations exist. The Provider may request a waiver for insurances that may not be applicable for the work to be performed. These requests shall be submitted to the CPO using MaineDOT's Request for Insurance Waiver Form.

Additional Insured

MaineDOT shall be listed as Additional Insured on Commercial General Liability insurance policies carried by both the Provider and sub-contractor(s) that are applicable to the Project.

Certificates of Insurance to MaineDOT

The Provider shall deliver to the CPO signed, valid, and enforceable certificates of insurance proving the coverage required by this agreement and the Contract. Such certificates shall be furnished prior to commencement of Provider services and whenever said policies are renewed thereafter during the period of the Contract.

Commercial General Liability Insurance

The Provider and sub-contractor(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by MaineDOT, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such a policy shall encompass products and completed operations, as well as contractual liability coverage.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability Insurance.

Automobile Liability

The Provider and sub-contractor(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles used in connection with the Project, including any that are rented, leased or borrowed. The limit of liability under this section shall be \$1,000,000.00 per occurrence.

Workers' Compensation Insurance

The Provider and sub-contractor(s) shall carry Worker's Compensation insurance or shall qualify as a self-insurer with the State of Maine Worker's Compensation Board, all in accordance with the requirements of the laws of the State of Maine. When maritime exposures exist, coverage should be arranged to include United States Long Shore and Harbor Worker's Coverage.

When Required:

Pollution Liability

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Provider or its sub-contractor shall secure a pollution liability policy in addition to any other coverages required by MaineDOT. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project. Minimum acceptable limit is \$1,000,000.00 per occurrence.

Claims

Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insureds against any and all claims for death, bodily injury or property damage, even if groundless.

Compliance

The Provider shall be considered in compliance with this section when:

1. Procure coverage under one or separate insurance policy(ies) covering all risks arising out of performance of the Contract. In either case, a Certificate of Insurance must be submitted to MaineDOT for each policy indicating that all
2. Required insurance has been obtained.
3. Agree to provide, upon request by MaineDOT or its designee, a copy of their insurance policy.

Default, Termination or Suspension

Grounds for Default

The Provider is in default of the Contract if the Provider:

1. Fails to promptly begin the work under the Contract after being authorized to proceed.
2. Fails to perform the work with sufficient labor, equipment, or materials to assure the timely completion of the work in accordance with the schedule.
3. Fails to meet standards of performance as outlined in this document.
4. Abandons the Contract without notification and/or discontinues the performance of the work without MaineDOT approval.
5. Continues to perform work outside the contract period or after receipt of instructions from MaineDOT directing that work be stopped.
6. Fails to resume work that has been suspended as required by the Contract.
7. Becomes insolvent or is declared bankrupt or files for bankruptcy.
8. Allows any final judgment to stand against the Provider unsatisfied for a period of ten (10) days.
9. Makes an assignment for the benefit of creditors without authorization by MaineDOT.
10. In any manner, fails to perform the work in Substantial Conformity with any material provision of the Contract.
11. Fails to comply with these General Conditions and related Appendices.
12. Sharing Project information without MaineDOT's expressed written consent.
13. Failure to observe and comply with applicable state and federal laws.

14. Failure by the Provider to develop a plan to remedy any deficiencies identified through Evaluations within 14 days.

Notice of Default/Cure

Except as otherwise provided in these General Conditions, upon the occurrence of a default, MaineDOT will give a written Notice of Default to the Provider and elect its remedies as set forth below. Any delay by MaineDOT in providing a written Notice of Default shall in no way constitute a waiver by MaineDOT of any provision of the Contract. If MaineDOT determines the default is not curable, the Notice of Default shall also include the date of termination. The Provider with multiple defaults or who fails to cure default(s) that occur during the term of this Contract may, at MaineDOT's sole discretion, be prohibited from participating in future work and/or requests for proposal/qualification.

Fees Assessed for Non-Compliance

MaineDOT may withhold payment from the successful respondent in the amounts specified below as fees for failure to fulfill its contractual obligations. These fees for non-compliance will be applied three (3) months after the date of contract signing.

The following fees are at the discretion of, and are to be assessed by, the Director of Fleet Services:

1. Failure to maintain 95% of the stocked parts requirement, which is defined as any part used three times per year in any ROL: \$1,000.00 for each month, evaluated monthly.
2. Failure to obtain 95% of stocked parts within twenty-four (24) hours requirement: \$1,000.00 for each occurrence, evaluated monthly, to be in addition to "1. Failure to maintain 95% of stocked parts requirement".
3. Failure to provide MaineDOT Fleet authorized parts meeting vehicle manufacturer specification: \$100.00 per incident.
4. Stocking of obsolete materials: evaluated annually, two (2) times the original cost of the part.
5. Failure to credit warranty, core deposits or returns within a twelve (12) month period: \$25.00 per incident.
6. Failure to maintain operational hours according to the contract: \$200.00 per hour, not to exceed \$1,000.00 per day, for that time which the respondent is unable to fulfill agreed upon operational hours.
7. When any MaineDOT location is open failure to provide reports within 24 hours: \$25.00 per report.
8. When any MaineDOT location is open failure to provide backup files within 48 hours: \$1,000.00 per incident.
9. Abandonment of Contract Without Notification as outlined herein: \$50,000.00 per day until a new Provider is in place and online to provide service.

Termination

MaineDOT may, by written order to the Provider, terminate the Contract as provided in this section. Termination of the Contract or portion thereof shall not relieve the Provider of its contractual obligations for the work completed prior to termination.

For Cause

MaineDOT may terminate the Contract for cause due to the occurrence of one or more of the events of default set out in this section if the Provider fails to affect a timely cure of all defaults identified in the Notice of Default within fourteen (14) days from the date of the Notice (the Cure Period). MaineDOT, in

its sole discretion, may extend the Cure Period if the Provider has initiated good faith efforts to cure said default(s) and requires a reasonable amount of additional time to complete the cure. If the Provider fails to cure the default(s) specified in the Notice of Default within the Cure period or any extensions thereof, MaineDOT may immediately terminate the Contract for cause by written Notice of Termination for Cause. In this event, any and all Provider work products (excluding Provider inventory) are the sole property of MaineDOT, and MaineDOT may enter into an agreement with another entity for the completion of the work or use such other methods that, in the opinion of MaineDOT, are required for the completion of the intent of the Contract in an acceptable and timely manner.

MaineDOT shall pay for all accepted items of work performed prior to the date of termination at the prices determined by MaineDOT. The Provider shall make all project records available to MaineDOT upon request regarding payment under this section. All costs and charges incurred by MaineDOT, together with the cost of completing the work specified in the Contract, shall be deducted from amounts otherwise due the Provider. If such expenses exceed the sum that would have been payable under the Contract, then the Provider is liable and shall pay MaineDOT the amount of such excess within 30 days of the delivery of a statement setting forth such expenses to the Provider, as applicable.

If the Provider files for bankruptcy at any time before expiration of the Contract, then the Provider agrees, if requested by MaineDOT and within 30 days of such request, to take all actions necessary or convenient to reject or accept the Contract under the executory contract provisions of the federal bankruptcy code. Upon termination for cause, MaineDOT may, at its discretion, terminate the Contract.

For Convenience

MaineDOT may terminate the Contract for convenience or for any reason that is in the best interest of MaineDOT. Terminations for reasons beyond the control of the Provider are terminations for convenience. MaineDOT shall notify the Provider of such terminations by sending a Notice of Termination for Convenience.

In case of a Termination for Convenience, MaineDOT shall pay the agreed upon prices for all accepted items of work as of the date of termination. In the event that a Contract is terminated for reasons other than those indicated above, without completion of the services specified in the Contract, the total cost of the work satisfactorily completed plus, when applicable, a percentage of the Fixed Fee proportional to the amount of work completed shall constitute payment in full for the Contract. The Provider shall make all project records available to MaineDOT upon request regarding payment under this section. Acceptable materials obtained by the Provider for the work which have not been incorporated therein, may, at the option of MaineDOT, be purchased from the Provider at actual cost and shall be delivered by the Provider to a prescribed location or otherwise disposed of as mutually agreed.

After receipt of a Notice of Termination for Convenience from MaineDOT, the Provider may also submit a claim for additional damages or costs not covered above or elsewhere in the Contract to the Contract Administrator within 60 sixty days of the effective termination date. Such claims may include such cost items as project investigative costs, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, sub-contractor(s) costs not otherwise paid for, idle labor costs if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the Contract, and any other cost or damaged item for which the Provider reasonably believes reimbursement should be made. In no event however, shall loss of anticipated profits be considered as part of any claim.

MaineDOT shall respond in writing to such claims within 60 days of receipt.

Right to Suspend Work

MaineDOT has the right to suspend any and all work at any time for any reason as it deems necessary. The Provider may receive payment for the portion of services completed through the date of suspension.

Patents and Copyrights

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

The parties to a Contract 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 the Provider. However, the Provider agrees to and does hereby grant to MaineDOT and the United States Government an irrevocable, nonexclusive, nontransferable, and royalty free license to use any such invention in the future on any project.

The Provider shall indemnify and hold harmless MaineDOT and any affected third party or political subdivision from all claims of infringement that arise from the use of any patented or copyrighted items provided by the Provider.

Claims and Disputes

General

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

Negotiation with Contract Administrator

The Provider shall promptly notify the Contract Administrator or Designee in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Provider and the Contract Administrator shall promptly negotiate in good faith to resolve the dispute. The Contract Administrator will issue a decision within five (5) business days.

Review by Director

If the Provider desires a review of the Contract Administrator's decision, then the Provider shall promptly request in writing that MaineDOT's Director of Fleet Services review the Contract Administrator's decision. The Director or its designee(s) shall promptly notify the Provider 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 agree upon a mediator, they will follow the process set out in Rule 16B(d)(1) of the Maine Rules of Civil procedure. The parties shall follow the procedure outlined in the AAA Construction Industry relations procedures, but shall not be obligated to use AAA.

If the parties are unable to resolve the dispute through mediation, the parties may agree to binding arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

Miscellaneous Provisions

Hazardous Environmental Conditions

MaineDOT shall give prompt written notice whenever it observes or otherwise become aware of a hazardous environment condition that affects the Project.

If the Provider or sub-contractor(s) suspect that a Hazardous Environment Condition exists, the Provider or sub-contractor(s) shall immediately notify the Contract Administrator or MaineDOT's Environmental Office at 207-624-3100. This notice requirement does not create a duty or obligation for the Provider to discover any such condition unless that duty is established by the Contract.

Controlling Laws

The agreements and contracts referred to in these General Conditions are governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Provider shall keep itself informed of and comply with all applicable Federal and State laws, rules, regulations, orders, and decrees (Law) affecting the work, including all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. If required by Contract, the Provider must also comply with applicable local laws, ordinances, and regulations in any manner affecting the conduct of work as defined by the scope of work. The Provider 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 Provider.

Entire Agreement/Binding Effect/Modification/Assignment

This document and the related Contract represent the entire Contract between the Parties. Neither MaineDOT or the Provider shall be bound by any statement, correspondence, agreement or representation that is not expressly contained in the Contract.

The Parties, including their partners, successors, executors, administrators and legal representatives (and to the extent permitted by the Contract, the assigns of MaineDOT and the Provider) are hereby bound to each other with respect to all covenants, agreements and obligations under the Contract.

Neither MaineDOT nor the Provider may assign, sublet, or transfer any rights under or interest in (including but without limitation, monies that are due or may become due) the Contract without the express 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 Contract.

1. Unless expressly provided otherwise in the Contract:

- i. Nothing in the Contract shall be construed to create, impose or give rise to any duty owed by MaineDOT or the Provider to any Contractor, Contractor's sub-contractor, supplier, other individual or entity for or employee of, any of them.
 - ii. All duties and responsibilities undertaken pursuant to the Contract shall be for the sole and exclusive benefit of MaineDOT and the Provider, and not for the benefit of any other party.
2. No changes are to be made to the Contract unless they are in writing and agreed upon by both parties.

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.

Non-Waiver

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

Force Majeure

MaineDOT 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, raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and resulting delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. MaineDOT 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.

Conflict of Interest

No official or employee of a State or any other governmental instrumentality who is authorized in his/her official capacity to negotiate, make, accept, approve or to take part in negotiating, making, accepting or approving any contract or sub-contract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and on behalf of the State.

A person or entity entering into a Contract may not have, directly or indirectly, any financial or other interest other than the performance of the Contract, in the project or in its outcome. This prohibition includes, without limitation:

1. Any agreement with, or other interest involving, third parties who have an interest in the outcome of the

project that is the subject of the Contract;

2. Any agreement providing incentives or guarantees of future work on the project or related matters;
3. Any interest in real property acquired for the project unless such real property interest is openly disclosed to MaineDOT before the person or entity entered into the Contract, and such officer, employee or person has not participated in such acquisition for and on behalf of the State.
 - a. This section prohibits all conflicts of interest, both at the time the contracting party enters into a Contract, and during the life of a Contract.
 - b. This section prohibits situations involving an actual conflict of interest and those creating an appearance of a conflict of interest. MaineDOT may waive this prohibition or impose curative modifications on the scope of any Contract between the person or entity and MaineDOT to eliminate the conflict or the appearance of a conflict.
 - c. The Provider involved in the preparation of information that shall be used or considered in evaluations under the National Environmental Policy Act shall, by virtue of signing the Contract, attest that the Provider (a) has no financial or other interest in or commitment for, any future contract related to the design or construction of the project or any of its alternatives, (b) has no financial or other interest in said project or its alternatives or any part thereof and (c) has no other interest which, under applicable law, would prohibit the selection of said Provider to prepare an Environmental Assessment, Environmental Impact Statement, or other environmental documents for the project.
 - d. The Provider is advised to seek approval from MaineDOT prior to assigning a former State employee to any matters that were directly within that former employee's responsibility prior to their leaving MaineDOT.
 - e. All determinations made under this section shall be left to the sole discretion of MaineDOT.

RIDER C
EXCEPTIONS TO RIDER B

1. There are nine specific fees for non-compliance listed in Rider B – section titled Fees Assessed For Non Compliance, Provider agrees to these fees with the following caveats and clarifications:
 - a. For fees 1 and 2, “Stocked” items will not include any items with 3 or more usages per stockroom per year evaluated annually. “Stocked” items will not include any items from State Mandatory Sources/Contract per Rider A Section C.6 and C.7, Custom-Manufactured per Rider A Section I, MaineDOT specified Winter Items Rider A Section L, and Additional Inventory Items to be Stocked but Not Procured by the Provider Rider A Section O. Any newly added “Stocked” items are given two months before being included in the 95% requirement. The 95% stocked parts requirement is measured statewide on the last day of each month. “Each Occurrence” is defined as requests for Stocked parts not fulfilled within 24 hours, excluding weekends, holidays, or other days that MaineDOT location is closed, after 5% of stocked parts requests have not been fulfilled.
 - b. Provider does not agree with the fee for stocking of obsolete parts in 4 of the Section titled Fees Assessed For Non Compliance. Given the definition of “Obsolete” an item will become obsolete due to MaineDOT’s actions, not the Provider’s action. The Provider agrees to remove obsolete items as jointly identified with MaineDOT, but disagrees that a fee of twice the cost of the part is reasonable or fair. Further, any fee needs to specifically exclude inventory required to be purchased by the Provider at the start of the contract.
 - c. In 6 of Rider B – Method of Payment and Other provisions, Section titled Fees Assessed For Non Compliance, Provider agrees to the fee when the Level of Services is not met. Level of Service is defined in Rider E of this document.
 - d. In 7 and 8 of Rider B – Method of Payment and Other provisions Section titled Fees Assessed For Non Compliance, the 24 and 48 hour timeframes need to exclude weekends, holidays, or other days that MaineDOT locations are not open. If a MaineDOT location is open the fee applies regardless of the day.
 - e. The Provider agrees to purchase the existing inventory at cost as specified in Rider A Section Q.3. Any existing inventory purchased in reference to Rider Section Q.3.b.i at the end of the contract is to be purchased by the new Provider or MaineDOT and is not subject to any Obsolete fees or penalties. Annually, the Provider will provide a report of the remaining inventory purchased in reference to Rider A Section Q.3.b.i.
 - f. The Provider agrees to determine the correct product identification number (PIN). The Provider will rely on MaineDOT to create any new PINs within 24 hours of identification to MaineDOT to allow the integration of FFMS and NAV to function properly. The Provider will not be penalized in any way for delays in the creation of new PINs.
 - g. The Provider proposes using the AssetWorks M5 / NAV integration plan to meet the FFMS integration requirement the RFP. This interface is currently tested and operational. The interface is based on daily batch files to be processed by FFMS. MaineDOT would be required to notify the Provider if any batch file is unable to be processed and work with the Provider to correct the reason for the error.

- h. The Provider pricing is based on the workload requirements as presented in the RFP. The Provider reserves the right to negotiate an increase to the pricing if the actual workload requirement is 20% or greater per region above the RFP levels.

RIDER D

PAYMENT METHODS

For all services rendered under the terms of this Contract, compensation for Direct Labor shall be made based on Fixed Commercial Rate(s). This Commercial Rate includes direct labor, all direct and indirect expenses, profit, and shall remain fixed for the duration of this Contract. These rates cannot be adjusted after Contract expiration. The Commercial Rates listed in Rider D-1 cover all direct and indirect expenses incurred by the Provider. MaineDOT shall pay the Provider on a monthly basis for acceptable services rendered under this Contract.

Parts purchased by MaineDOT will be invoiced at Cost, Cost is defined as including all cost for delivery of the part to the MaineDOT location to include any third-party freight, transportation fees, customs, duties, tariffs, taxed, insurance and other similar fees – including the State of Maine’s 1% clothing fee.

Commercial Rate (Hourly): see the attached Rider D-1 Fixed Commercial Rates

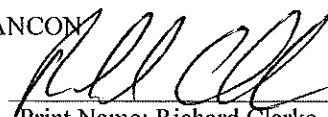
Direct Labor:	\$ <u>5,983,573.00</u>
Parts (estimate):	\$ <u>12,000,000.00</u>

Mutually agreed upon Maximum Amount: Total (including direct and indirect expenses): **\$17,983,573.00**

The Maximum Amount indicated in this Contract does not constitute an obligation by MaineDOT to pay the Provider this amount in its entirety under the current terms and conditions of this Contract. However, it does constitute the maximum amount that can be paid to a consultant under this Contract.

**RIDER D-1
FIXED COMMERCIAL RATES**

<u>Name & Classification / Title</u>	<u>Hourly Rate</u>
Operations Manager	82.24
Asst. Operations Manager	71.38
Customer Service Manager	71.38
Inventory Specialist	60.53
Transfer Driver	49.66
Site Supervisor	49.66
Parts Specialist	45.31
Driver	40.98
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MANCON
 By: 
 Print Name: Richard Clarke
 June 29th, 2018 6/29/2018
 (Date)

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.

RIDER E
Abbreviations / Definitions

Abbreviations

Abbreviations are defined in the following list.

CAOD	Contract Administrator or Designee
CFR	Code of Federal Regulations
CPO	MaineDOT’s Contract Procurement Office
FFMS	FleetFocus Management System
MaineDOT	Maine Department of Transportation
MRSA	Maine Revised Statutes Annotated
OSHA	Occupational Safety and Health Administration
RCM	Regional Contract Manager
RFP	Request for Proposal
ROL	Regional Operations Location

Definitions

Area Headquarters. MaineDOT Maintenance location that provides local road maintenance within the Region.

Authorization Identification Card (AIC). Official MaineDOT employment identification and access badge. Allows area access by means of photo recognition and electronic door locks.

Best Value. The overall combination of quality, price and various elements of required services that, in total, are optimal relative to the need.

Central Office. The MaineDOT centralized location for statewide contract administration over all Regional Operations Locations in Maine.

Completion. Completion occurs when the Provider has finished all work pursuant to the Contract. Completion does not mean substantial Completion. Unless the context indicates otherwise, Completion does not mean Completion of physical work.

Contract. A written binding agreement between the Parties relating to a specific task or project with a defined scope of work and compensation negotiated pursuant to the General Conditions. Contracts can be “stand-alone” or negotiated under the umbrella of a general multi-year agreement.

Contract Administrator. A MaineDOT employee or designee assigned the responsibility of managing project scope, budget, and schedule.

Demand Level. Determines the item’s stocking level classification as stocked or non-stocked used for contract calculation.

Department. The Maine Department of Transportation (Fleet Services), an agency of the State of Maine, is referred to as “MaineDOT”.

Detailed Scope of Services or Work. A clear, accurate, and detailed description of the technical requirements for the services to be rendered, how the work must be conducted, how achievements will be assessed, and the obligations of both the Provider and MaineDOT.

Deliverables. A thing of value that the Provider delivers to MaineDOT in exchange for consideration from MaineDOT pursuant to the terms of a Contract.

Direct Expenses. Direct expenses as defined by 48 CFR Part 31; such as telephone, tolls, reproduction costs and approved sub-contractor(s) costs shall be billed at actual cost; mileage and per diem will be billed in accordance with the guidance set forth below. MaineDOT does not allow any mark-up on direct expenses and sub-contractor costs. Reproduction of plans for submittal to the Sponsor shall be charged at actual costs. Any reproduction costs incurred for the Provider's internal use is considered overhead expenses and not chargeable as a direct expense. The reimbursable costs, such as mileage, Per Diem (meals, which require an overnight stay and lodging) will be in accordance with MaineDOT's policy and will not exceed the current amounts allowed by the State of Maine. This information can be found on the MaineDOT's Contract Procurement Office (CPO) website under "Quick Links" and "Doing Business with MaineDOT".

Effective Date of General Provider Agreement or Contract. The date indicated in the Contract on which it becomes effective. If no such effective date is indicated, the date on which the Contract is signed by the last of the two parties to sign would be the effective date.

Emergency. An official State or MaineDOT Regional Operations Location declaration of Emergency Operations requiring additional support.

Emergency Stocking Level. A MaineDOT declared emergency use item requiring an increased stocking level based on MaineDOT's request.

Fee for Non-compliance. A deterrent in the form of an invoice deduction for non-compliance with set contract goals.

Final Audit. The audit performed by MaineDOT after the expiration of a contract. The main purpose of the audit is to review final invoicing and determine the project's actual indirect cost rate for final payment.

Fleet Focus. Asset Works M5 Fleet Management Software.

Functionally Identical Items. Same item with the same specifications; different brand name.

General Conditions. The terms, conditions, and procedures that govern how work will be performed or furnished by the Provider with respect to any Project.

Holiday. Dates specified by the State of Maine in which normal business hours are suspended or reduced. A schedule of these holidays will be provided to the Provider annually.

Hourly Rate. The hourly rate accepted by MaineDOT for performance of work for the duration of the Contract, as outlined in said Contract.

Indirect Expense. An expense that is incurred for an entire business enterprise as a unit that cannot be traced directly to a project.

Increased Stocking Level. A MaineDOT required increase in the stocking level of a specific item.

Level of Service. Is defined as having each of the six staffed parts storerooms having at least one employee present during the locations' normal business hours and sufficient drivers who are able to make the scheduled deliveries to the satellite garages.

MaineDOT. Maine Department of Transportation.

Non-Stocked Items. Items not falling under the Stocked Item classification.

Notice to Proceed. A written notice from MaineDOT to the Provider stating the date the Provider can begin work subject to the terms and conditions of the contract. The performance time of the contract begins on the Notice to Proceed date.

Obsolete: (Obsolescence). Stocked items that do not have any foreseeable use by MaineDOT. This may be caused by the elimination of equipment or a change to specifications.

Offeror: A person who makes an offer in response to a Request for Proposal. Each proposal submission is referred to as an "Offeror".

Original Equipment Manufacturer (OEM). Parts provided directly by the equipment manufacturer or their source for use on the original equipment.

Overhead Costs. (Indirect Expenses) are costs that may benefit or are associated with two or more business activities, but are not specifically allocated to a specific project. Some examples of overhead costs are rent, depreciation, employee recruitment and training, and general or professional insurance policy costs.

Overtime. Hours approved by the MaineDOT in excess for forty (40) hours per week.

Premises, Operation Region, Region and Location. Shall include locations listed in *Attachment 3 - Delivery Addresses* and *Attachment 4 - Statewide MaineDOT Regional Map* and may be used to refer to Regional Operations Location and/or camps.

Project. Any unit of work or study for which the Provider selection is made and a Contract entered into.

Proposal. An offer as part of a negotiation made by the Provider to MaineDOT in reply to a Request for Proposal (RFP) which forms the technical and price basis when entering into a mutually binding contract.

Provider. An individual or firm under contract to provide goods and non-construction services for MaineDOT.

Rates. The rate paid the Provider for performance of work.

Region. MaineDOT locations are broken down into six (6) regions, each with a Regional Contract Manager (RCM) to assist in contract administration.

Request for Proposal (RFP). Requests generated by MaineDOT to the Provider or group of Providers for a proposal or offer to perform a specific Scope of Work.

Single Source of Responsibility. The Provider assumes full responsibility for the performance of delivered products/services and actions of subcontractors. The Provider will have sub-contractor relationship with all organizations and individuals who are external to the Provider and will be involved in providing or delivering the products/services.

Special Provision. A provision unique to an agreement or contract which supersedes any inconsistent or conflicting clause in the General Conditions. Special Provisions shall be identified in the Contract.

Specifications. That segment of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship to be applied to the work and administration of same.

State. State of Maine

Sub-contractor. Individual or entity having a contract with the Provider to furnish services with respect to this Project as the Provider's independent professional associate, the Provider, sub-contractor, or vendor.

Work Order. Form used for ordering equipment repair parts.



RIDER F
STATE OF MAINE REQUEST FOR PROPOSALS
RFP BIDDERS CONFERENCE AND
SUBMITTED QUESTIONS & ANSWERS SUMMARY

RFP NUMBER AND TITLE:	201711184 – Fleet Parts Supply and Inventory Management Program
BIDDERS CONFERENCE LOCATION:	MaineDOT Fleet Services 66 Industrial Dr. Augusta, ME 04330 Conference Room 112A & 112B
BIDDERS CONFERENCE DATE/TIME:	February 1, 2018 at 9:00 a.m. local time
SUBMITTED QUESTIONS DUE DATE:	February 7, 2018 at 3:30 p.m. local time
QUESTION & ANSWER SUMMARY ISSUED:	February 9, 2018
PROPOSAL DUE DATE:	February 20, 2018 at 4:00 p.m. local time
RFP ISSUED BY:	Transportation – Fleet Services
PROPOSALS DUE TO:	Division of Procurement Services Burton M. Cross Building, 4 th Floor 111 Sewall Street Augusta, ME 04330
Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.	

Provided below are questions asked and the responses given at the Bidders Conference.

Question #	Question	Answer
1	Is the interface with M5 required to be real-time or is a nightly batch upload acceptable as well?	Real-time interface is preferred.
2	References to backup files throughout the RFP are vague, can the MaineDOT clarify what is expected to be provided?	Provider must provide backup copies of the transactions from their system that are loaded into AssetWorks.
3	Is there any requirement for stock to be maintained at locations that Provider would not staff?	None that is in the control of the Provider.

Provided below are submitted written questions received and the Department's answers

Question #	Question	Answer
1	Will the MaineDOT provide a listing by make, model, year, & quantity of vehicles and equipment in the fleet?	Yes – see Attachment 1 of Rider F.

<p>2</p>	<p>The last line of page 9 states, “If a part requested in not carried in inventory, the Provider will place the order and update the inventory system.” What inventory system does this sentence refer to, FFMS or the Provider’s?</p>	<p>FFMS</p>
<p>3</p>	<p>RFP Part II B states that, “The Provider shall issue stocked parts into the MaineDOT’s work order system immediately upon issuing the parts from inventory” which conflicts with the statement in the Terms and Conditions Issuing of Parts which states, “The Provider shall issue Parts into MaineDOT’s work order system within seven (7) days of receiving a valid work order number and will electronically bill/post to a specific work order.” Which statement is correct? Will an end of day daily batch of parts issued be sufficient to meet this requirement?</p>	<p>If the part is in stock and available, the provider has up to seven (7) days to charge it to the part to the work order, immediate posting is preferred.</p>
<p>4</p>	<p>RFP Part II B states that, “Special order (non-inventory) parts from outside sources must be issued into MaineDOT’s work order system within seven (7) days following receipt of a valid work order number.” How are the days from work order generation to parts posting calculated knowing that a MaineDOT technician may not order parts against a work order until after it has already been open for more than 7 days? Further, consider that actual vendor invoices from suppliers for special orders may not be received within 7 days of receiving a part and therefore parts costs can’t be posted to FFMS. In these circumstances does the 7 day posting requirement and any resulting penalty apply?</p>	<p>Receipt of parts is to be on the work order within seven (7) days of the technician request for the part. If an invoice is not received prior to the seven days, the vendor must be contacted for a price. Yes, the posting requirement and penalty apply if these are not met.</p>
<p>5</p>	<p>Since the Provider’s inventory will not be maintained in FFMS, is it acceptable to post the parts added to Work Orders as “Non-Stock Part charges” in FFMS?</p>	<p>No</p>
<p>6</p>	<p>Will the MaineDOT charge the Provider for training Provider personnel on emergency parts request posting in FFMS? If so, what is the hourly rate for this training and total anticipated cost?</p>	<p>FFMS training provided by MaineDOT staff to Provider staff will result in no charges. If Provider staff need more detailed training provided by AssetWorks, the charge will be incurred by the Provider.</p>
<p>7</p>	<p>What is required of the Provider to demonstrate that the Provider’s own branded parts and supplies are the most cost-effective to use and the best value for the MaineDOT?</p>	<p>Parts and supplies must meet minimum manufacturer and MaineDOT specifications. Provider recommendations must show a minimum of three (3) price quotes if requested by MaineDOT.</p>
<p>8</p>	<p>What are product identification numbers (PIN)?</p>	<p>Pre-existing part numbers stored in FFMS corresponding to available and requisitioned parts.</p>

9	<p>Does the 1% fee apply only to clothing, parts, or service fee purchases or does it apply to all purchases under this contract?</p> <p>Regarding the 1% fee for Code of Conduct product; can we get a specific list of products which fall into this category, as well as a projected purchase volume for our budgeting needs? In addition, could the DOT explain the purpose for this fee, why it is requested to be implemented?</p>	Clothing only, contact Bureau of Procurement Services for more details.
10	<p>Do all locations in Attachment 2 have internet and landline access which are provided at no charge to the Provider? Will MaineDOT allow the use of hubs/switches to connect additional computers to the network using existing data lines?</p>	<p>Yes – Any additional costs assessed by the Office of Information Technology for installation of additional lines, hubs and/or switches will be paid by MaineDOT if determined to be necessary for Provider access. Provider will be responsible for the additional costs if not determined to be necessary.</p>
11	<p>In order to calculate the required staffing level by location, will the MaineDOT provide the following data for the staffed locations in Attachment 2 including the volume of business at the camps that the staffed locations support:</p> <ul style="list-style-type: none"> - Number of parts related work order generated annually. - Total number of parts line items associated with the work orders. - Annual sales of parts & supplies 	Yes – see Attachment 2 of Section F
12	<p>Is a part considered obsolete if it has no usage in the past 6 months and it still has a maintenance application in MaineDOT fleet equipment?</p>	No
13	<p>Who owns the existing hydraulic hose making equipment and does it convey to the Provider at no cost?</p>	MaineDOT owns the existing hydraulic hose making equipment and will convey to the Provider at no cost.
14	<p>Is the Provider responsible for fabricating hydraulic hose assemblies?</p>	No
15	<p>Is compressed air available to the Provider to clean and clear debris from fabricated hydraulic hose assemblies?</p>	Yes
16	<p>How much of the current \$6 million of on hand inventory that the Provider is required to buy is obsolete as defined by the MaineDOT's criteria of no usage in the past 6 months?</p>	<p>\$6 million is spent annually on parts and supplies with an average \$3 million on hand at any given time. Currently, there is no obsolete inventory.</p>
17	<p>Will the new Provider be required to purchase this obsolete inventory as defined by the MaineDOT criteria?</p>	No
18	<p>While the MaineDOT will buy and dispose of items with no demand in 3 years, that leaves a 2.5 year gap where an item may not have been demanded</p>	The Provider will not be required to purchase obsolete inventory at start-up.

	but the new Provider is required to buy it which will result in holding obsolete material as define by the MaineDOT. Will the new Provider be subject to an obsolescence penalty for holding this obsolete inventory which was required to be purchased at start up and not disposed of by the MaineDOT?	
19	Will the MaineDOT allow a sequential transition of regions from one Provider to another?	Yes, but this must be done within the thirty (30) day transition period between contracts.
20	What is the Emergency Stocking Level Agreement and what are the Provider's responsibilities under the Agreement?	The arrangement between MaineDOT and the Provider to stock temporary items.
21	What is the difference between the "Inventory Sales Report by Stock Location" and the "Increased Stocking Level Report by Stock Location"? Both have the same description.	Inventory Sales Report by Stock Location: as defined in RFP Increased Stocking Level Report by Stock Location: A listing of all items whose stocking level was required to be increased at MaineDOT's request, by location.
22	Does "failure to maintain 95% of the stocked parts requirement" mean failure of the Provider to have at least 95% of the stocked items available with quantity on hand in the storeroom? If not, then what does this requirement mean?	Yes
23	Does "failure to obtain 95% of stocked parts within twenty-four (24) hours" apply to the total number of demands and issues calculated statewide meaning that the penalty can only be assessed 12 times per year for a maximum total penalty of \$12,000 annually?	No, the penalty will be assessed per incident per month.
24	Will the MaineDOT confirm that the 24-hour issue requirement does not include time where the parts room is closed such as weekends and holidays?	Yes
25	Will the MaineDOT confirm that a "return" for an item incorrectly ordered by MaineDOT technicians and subsequently rejected by the supplier for refund is not subject to a \$25 penalty?	Yes
26	Does the penalty apply if the Provider maintains the hours of operation, but not with the staffing resourced proposed by the Provider due to employees taking paid time off or other reason for absence?	Yes, the level of service required by MaineDOT must be maintained regardless of absences or vacation of Provider staff or the penalty will be applied.
27	On a monthly basis for each contract year, will the MaineDOT compensate the Provider for the Direct Labor Total for all proposed staff with Overhead and Profit applied or will the Provider only be compensated for the actual Direct Labor hours	Actual Direct Labor hours with overhead and profit applied. Provider compensated for actual hours worked with no paid time off or holidays included.

	worked with Overhead and Profit applied? If actual, is the Provider compensated for hours paid (including paid time off and holidays) or just hours worked ?	
28	Does the Overhead % include all the non-labor expenses required to operate the parts storerooms such as delivery vehicles, fuel, vehicle maintenance, insurance, IT system licenses, transition expense associated with the corporate transition team on-site throughout Maine, computers, printers, etc.?	Yes
29	Does the MaineDOT expect the Provider to have Provider-owned stock at the Satellite locations to allow for convenient access to preventative maintenance and high use items? If not then how does the MaineDOT want the Provider to support the Satellite locations?	No, MaineDOT owns the stock at satellite locations which is purchased from the Provider. Provider will manage inventory that MaineDOT owns. Provider support includes but is not limited to setting minimums and maximums, performing cycle counts and transfers.
30	Who manages, purchases, and replenishes the inventory in the column listed "State"?	The Provider
31	What is meant by the column "Weekly Scheduled Deliveries"? Is the number reflected in the column the number of round trips from the Main Garage to a satellite location or the number of times a delivery vehicle is dispatched from the Maine Garage to every satellite location associated with the Main Garage? Are these frequency of deliveries sufficient and if not, then what is the minimum allowable periodicity of delivery from the Main Garages to each satellite?	Minimum number of round trip scheduled deliveries from Main Garage to all Hub or Sub-Garages. Current frequency is sufficient and does not include emergency deliveries as determined by MaineDOT.
32	Will the MaineDOT consider an alternate pricing proposal for the Provider to recover the labor and non-labor resources required to operate the Fleet Parts Supply and Inventory Management Program?	MaineDOT would accept an alternate pricing proposal as long as the Bidder also completes the Proposal as requested in the RFP. If not answer is No
33	Is mileage for Provider staff leadership and Provider Staff delivery drivers an authorized mileage reimbursement and if not, then how is the expense for part pickup and delivery from suppliers to be recovered?	To be included in Provider's estimated overhead rate calculation.
34	Is the contract considered Cost Plus Fixed Fee, Burdened Hourly Rate or Cost per Unit, Lump Sum, or Lump Sum for Labor + OH +Profit Only?	Per Appendix D: Provider to propose staffing level, annual hours, staff's "burdened hourly rate", provider's overhead rate (%) & Profit/Fee (not to exceed 10%). After contract award, MaineDOT will pay the actual staff level and hours (up to proposed staff level & hours). MaineDOT will not pay more than the burdened labor rate, overhead rate, or profit rate that was proposed and agreed upon.

35	Do columns listed as "Travel", "Postage Delivery Printing", "Phone FAX", "Other", and "Direct Expense Amount" apply to this contract and if so, under what circumstances are they authorized to be billed?	All of these items to be included in Provider's estimated overhead rate calculation.
36	When is this form required to be submitted?	After contract is awarded
37	Is the "Allowable Direct Labor Hourly Rate" the burdened or unburdened rate?	Burdened Rate
38	Is the "Burdened Hourly Rate" the rate actually paid to the employee or the rate the Provider used to calculate the Average Commercial Rate in Appendix D?	The rate used to calculate the Average Commercial Rate.
39	How many quotes are required for purchases exceeding \$15,000?	Three
40	The Parts Inventory section states, "If the fill rates stated are not maintained by the Provider, and MaineDOT finds it necessary to purchase higher priced items from other sources to meet its needs, MaineDOT will deduct the difference in their cost, plus 10%, to cover administrative costs, from the monthly invoice." Over what time period of fill rate calculation (daily, weekly, monthly, annually) does this statement apply? Does this apply to fill rates calculated at a location, Region, or statewide?	By location on a monthly basis
41	A 95% goal is referenced in two places. The first 95% goal is an "on demand" rate which is to be achieved "at the start of year." What timeframe is "the start of year"? Does this goal mean having 95% of stocked items with quantity on the shelf or does this goal mean issuing 95% of a certain population of items on demand? Will the MaineDOT clarify this metric? How does this goal differ from "the availability of common preventative maintenance and wear Parts at manned locations will be 95%?"	Start of the year begins on July 1 (Fiscal Year). Having 95% of stocked items on the shelf. MaineDOT will determine common preventative maintenance items and those to be included in on-demand category. Provider must meet 95% goal of those items.
42	Does the penalty for the MaineDOT identifying cheaper parts take into consideration the availability of both parts, the MaineDOT's requested urgency to receive the part, the difference in prices due to physical geography, or the service and delivery differences among	Yes, MaineDOT takes all of the listed factors into consideration.

	suppliers? Price is only one of many factors when considering sources for purchasing parts.	
43	Does the provision that the Provider will reimburse the MaineDOT for resources used on the Provider's behalf apply to the emergency remote/non-remote parts pickup and transfer requirement in Part II section N on page 14?	No
44	Is there any cost to the Provider for material handling equipment operator training conducted by MaineDOT Driver Trainers?	No
45	What are "commercial charges" and will the MaineDOT provide examples of authorized commercial charges as they apply to this contract?	Commercial charges are for services and labor associated with repairs to equipment when sent to another vendor for repairs that cannot be performed by MaineDOT.
46	What receipts are required to be provided with Attachment 6?	Any and all materials that backup and support the current billing period.
47	What are reimbursable "out-of-pocket" expenses and will the MaineDOT provide examples of such expenses as they apply to this contract?	Preauthorized expenses approved by MaineDOT.
48	Under what circumstances will the Provider be reimbursed for travel? Is travel reimbursement permitted for headquarters personnel attendance at periodic performance reviews? Are transition team travel, lodging, and per diem authorized reimbursable travel expenses?	Travel and Transition team expenses to be included in Provider's estimated overhead rate calculation. Exceptions must be pre-approved by the Contract Administrator or Designee and be done at the direction of MaineDOT.
49	Under what specific circumstances and period of time delivery delay (1 day, 2 days, 3 days, etc.) does liquidated damages apply? Does delivery delay apply to backordered parts at the manufacturer or supplier with estimated ships dates or delivery delay due to adverse weather conditions?	Applied at discretion of MaineDOT for Provider's failure to exhaust all avenues in obtaining parts. Yes, penalty applies to manufacturer/supplier delay in conjunction with MaineDOT discretion.
50	Does pollution liability insurance apply to this contract? If so, against what pollution hazard related to operating the parts storerooms is the Provider to be insured? Will the MaineDOT provide examples of how the Provider could create "pollution" that would be subject to this clause?	Gas or chemical spill at any MaineDOT location.
51	Does the "fleet of over 2,800 units" number include the Central Fleets vehicles as well?	No
52	Do the parts transaction numbers in this paragraph include the Maine central fleet's purchases? If not, why not? Won't these number impact a Providers ability to service the DOT?	No – Central Fleet's transactions were not captured until late 2017. No service impact to MaineDOT.

53	This paragraph says that a “ <i>Qualifying Bidders must be able to interface directly with AssetWorks M5 Fleet Management software (FleetFocus)</i> ”. Could you provide a specific description of what the DOT considers a direct or full integration with your AssetWorks M5 software system? If possible, please describe levels of integration required with the DOT AssetWorks M5 software system, to include real-time inventory tracking, reporting, workflow integration, etc.	Real-time interface to AssetWorks M5.
54	If the volume and increased service demands from “other departments” using the contract resulting from this RFP, are judged to be negatively impacting parts and inventory service to our primary customer, will the DOT agree to mutually decide on potential manpower increases?	Yes
55	Is there a list of required parts manuals beyond the 75 +/- NAPA and OEM catalogs that we currently offer?	Not at this time.
56	Who will be make the decisions regarding a requested change in product lines? Will the State be able to provide a flow chart for this process?	At discretion of the Director of Fleet Services and MaineDOT management.
57	What if we can find the same item for less, with another vendor? Do we have the ability to purchase it, or does every similar purchase have to go through a state-wide bid...regardless.	Item-specific and will be vetted by Quality Assurance staff using MaineDOT standards.
58	Please explain and define “forty (40) hours of <i>productive work</i> ”. Who will decide what work is productive?	Fulfilling the scope of work in the RFP as determined by MaineDOT.
59	Clarification – Please give specifics on what will be considered “Stocked” vs “Non-Stocked”.	Categorization utilizing M5 data will determine Stocked v Non-Stocked.
60	Can you explain how you want bulk fluids up to 55 gallon distributed?	Utilizing best management practices.
61	Suppose product described in this section is deemed either obsolete (by DOT definition), or is just not being used by the DOT. Will we have the ability to sell or transfer said product to “other customers”, or will the DOT agree to purchase it back? An example of this would be Whelen lighting.	Per MaineDOT management review and authorization.
62	Does the State have an estimated value on these parts, and will these parts be able to be stored in a NAPA controlled area.	Yes – to be stored in a Provider controlled area, values subject to change.

63	Does this mean the off-site inventories also?	Yes at the six Provider-staffed locations and no at all other locations.
64	What does “any remaining” inventory refer to?	As defined in Part II, Section R, Item 3b(i).
65	Who will determine what this product is? How will it be communicated? Can you show an example of this report.	Determined by MaineDOT, new report to be created by Provider.
66	Does this include remote locations. What if it the report is not available quarterly?	Yes – reference Part IV, Section C, Item 7 (Fees Assessed for Non-Compliance).
67	Is this type of notification for stated “emergency situations” only? If not, would the State consider changing the turnaround time to 48 hours, to allow for previously scheduled work, and/or time to create the reports?	No (to both)
68	Currently there is no know reports available. Is there a report that can be utilized within M5 once the MDOT 11-digit part numbering is fully in effect?	Reports are currently available and may require additional work.
69	Is this a requested report from the OEM Vendor to the Bid Provider or a report from Bid Provider to the remote locations?	Both as specified by MaineDOT.
70	What about emergency situations and road trucks?	See Part II, Section B, paragraph 1 on page 10.
71	What if the item is not returned, how will the state track this?	Provider responsible for tracking.
72	If the Assetworks M5 system is owned by the State, how can the Provider be responsible?	Provider is not responsible for the M5 system but must provide backup copies of the transactions from their system that are loaded into AssetWorks.
73	“Details to include how MDOT’s “Multiple Part Numbers” for the same item will be cross-referenced in the inventory”. Does this mean Multiple NAPA part numbers to one MDOT number? Please clarify and provide an example if available?	Yes – Example: wiper blades from different sources with unique part numbers for same piece of equipment.

ATTACHMENT 1

DESCRIPTION	Make	Model	Year	Count of Unit Number
1 TON TRUCK	CHEVROLET	SILVERADO 35	2018	6
	FORD	F350	2008	1
			2010	3
			2012	8
			2015	7
			2017	8
AERIAL-BUCKET	FORD	F350	2012	1
		F550	2010	2
	IHC	7600	2016	1
ATTENUATOR - FIXED MOUNT	RENCO	CK-1128	1995	1
	SCORPION	10005-TL3-12	2014	3
			2015	3
		TL312S	2005	2
			2008	2
			2010	6
ATTENUATOR - TRAILER MOUNT	SCORPION	10002-TL3-12	2008	5
			2010	6
ATTENUATOR TRUCK	IHC	7400	2006	1
			2010	1
	VOLVO	VHD64F	2007	2
AUGER TRUCK	FORD	F550	2012	2
			2016	1
	FREIGHTLIN	FL80	2001	1
	STERLING	S-L8501	2003	2
BACKHOE	CASE	580SM	2002	1
			2010	28
		580SN	2014	13
BOOM/CRANE TRUCK	FREIGHTLIN	FL80	2001	1
	STERLING	SLT9500	2004	3
	VOLVO	VHD64F	2006	2
			2008	1
			2010	1
BOX TRUCK	FORD	F450	2006	1
			2008	1
			2013	1
		F550	2013	1
BRUSH CHIPPER	ALTEC CHIP	DC 1317	2009	4
	BANDIT	150XP	2010	2
			2015	2
		200 XP	1998	1
		200WXP	1999	2
		90WXP	1999	1
			2000	3
	BEEVER	M12R	2012	2

			2013	2
	MOBARK	2100D	1996	4
	SALSCO	810	2003	6
			2005	2
			2006	1
			2007	2
		813	2001	2
			2002	2
	VALBY	CH222HF CHIP	2009	1
CATCH BASIN CLEANER	STETCO	950T-13	2009	1
COMPRESSOR - AIR	DOOSAN	P250WJD	2012	2
			2014	1
	INGERSOLL	P260WIR	2003	2
			2011	1
		XP185	2003	1
			2005	4
		XP185 WJD	2008	3
CONCRETE MIXER	STONE	95CM	1982	4
			1989	1
			2005	1
CONTRACTOR-PLATFORM TRUCK	FORD	F350	2012	1
		F550	2015	1
			2016	1
	FREIGHTLIN	FL80	2001	1
	GMC	TOPKICK	2004	1
	IHC	2574	2003	2
		7400	2006	1
			2007	2
			2010	3
CULVERT THAWER	ALKOTA CO	CW122	1993	2
		DCE41759	1994	2
		MOBILE WASH	2000	1
	CARGO MATE	CM612SA	2002	5
	CARRY-ON	7X14CG	2016	1
	CONTINENTA	CC712TA2	2000	4
	CRUISER	E612T	1999	6
	HARVEY	C612 WASHER	1996	3
			1998	2
	INTERSTATE	1714TA2	2003	1
		I-712TA2	2006	3
	KODIAK	KD7X12DT2	2005	1
	KRISTI	DCE714	1994	4
	POWER EAGL	453OD	1990	1
	U.S.CARGO	USC712TA2	2004	5
			2005	3
	WELLS CARG	RF7X122	2013	1
DRILL RIG	RAWKO	CME-45C DR	2013	1

DUMP BODY 10-13 YARD SS	EVEREST	MR13 BODY	2004	6
			2006	16
	HENDERSON	MUNI-11	2006	2
		MUNI-II-13SS	2008	6
DUMP BODY 5-9 YARD SS	AIR-FLO	FND-13	1994	1
	EVEREST	DBSH-10	2004	19
			2005	11
			2006	88
			2009	25
			2012	23
			2013	3
			2015	20
			2016	18
		DBS-SS-ST-10	2007	6
			2008	12
		MUNI-III-10S	2006	1
	HENDERSON	MUNI-11	2006	6
		MUNI-II-10SS	2008	2
DUMP TRUCK	FORD	F550	2015	3
			2016	3
	IHC	2574	2002	1
		4300	2006	1
			2009	1
		7400	2006	47
			2007	52
			2009	20
			2010	27
			2013	3
			2014	26
			2015	3
			2016	29
			2017	11
		7600	2014	25
			2015	4
			2016	39
			2017	11
	MACK	CV713	2005	5
	STERLING	SL8500	2003	1
			2004	1
		SL8513	2005	3
		SLT950	2004	1
	VOLVO	VHD64F	2003	11
			2004	9
			2006	11
			2007	4
		VHD64F200	2009	16
			2010	38

		WG64	1999	1
FIBER SERVICE BODY	BRAND FX	BFXB60DLS	2010	4
			2012	16
			2013	11
			2014	12
FORKLIFT	ALLIS	MILITARY	1979	2
	CLARK	C30D	2007	1
		FORK	1983	1
	DAEWOO	G30P-3	2005	2
	HYSTER	E60XL	1989	2
		H100F	1975	1
		H155XL	1991	1
		H40LXM	1986	1
	JCB	TLT30D	2005	1
	NEW HOLLAN	LM1445	2007	1
	PETTIBONE	AF6200RCT	1983	1
	YALE	BE088	1988	1
		GLP120VX	2014	1
		SE083	1988	1
GRADER	JOHN DEERE	670C	2002	1
		670G	2012	23
	NORAM	65E	2012	2
HOPPER - 0 TO 2 YARD	DOWNEASTER	DS-1908	2006	3
			2009	1
	FISHER MFG	PROCAST 1.5Y	2012	1
		PROCAST 1.9Y	2005	1
			2006	1
		PROCAST 2.5Y	2012	1
	HOPPER	1.9YD	1995	1
			1996	1
HOPPER - 10 YARD	BRYANT	10YD HOPPER	1995	14
	DOWNEASTER	DS-1013	2000	2
	FONTAINE	10YD HOPPER	1993	3
		E/AC2420A	1988	2
			1989	61
			1990	3
			1991	3
	HOPPER	10YD	1990	3
			1991	3
		10YD S.S.	1991	2
			1992	9
			1993	3
			1994	7
			1995	2
			1996	1
	STRATOS	B60-36 HOPPE	2005	4
			2015	3

	SWENSON	AC3420-10S	2000	1
		E/AC2420A	1995	18
		EV100 1362SS	2009	11
			2012	7
		M1500D	2002	4
HOPPER - 10 YARD PPS	FONTAINE	E/AC2420A	1989	2
	SWENSON	E/AC2420A	1995	1
HOPPER - 4 YARD	HOPPER	5YD S.S.	1991	1
			1992	1
			1995	1
	SWENSON	MDV-H-944SS	2014	3
			2015	3
HYDROSEEDER	HYDROSEED	RR765	2003	2
	TEXAS BRAG	ED13M14	2015	1
LOADER	CASE	521F	2013	4
		621	1990	1
		621F	2012	3
		721	1990	1
		721B	1995	2
	CATERPILLA	972G	2005	1
	JOHN DEERE	444K	2012	14
		624H	2001	2
		624K	2012	4
MATERIAL SPREADER	DRAG-A-BOX	MG 6-10	2015	1
MOWER - ATTACHMENT	ALAMO	SHD96	2015	4
	BOBCAT	BRUSHCAT	2015	1
	BRAVA	230L	2016	2
	FLAIL MOWE	SH88	2010	1
	GASPARDO	FBR235P	2013	1
	NEW HOLLAN	451 SICKLE	2012	2
	TIGER	FLAIL MOWER	2006	1
MOWER - LAWN	GRASHOPPER	325D	2012	4
	JOHN DEERE	316	1990	1
		757	2005	1
		757 Z	2005	2
		GX335	2002	1
	TORO MOWER	74261	2006	1
		74269	2007	1
		74271	2007	5
		Z500	2006	1
MOWER TRACTOR	KUBOTA	M6800	2006	2
		M7060D	2016	2
		M7060HDC	2015	4
	NEW HOLLAN	TV140F	2002	1
		TV145F	2006	1
NON FLEET OWNED EQUIPMENT	CHEVROLET	BUS	1988	1

		KODIAK	1994	1
			1995	1
	DODGE	GR CARAVAN	1990	1
	FISHER MFG	PROCAST 1.5Y	2011	1
	FORD	E250	2007	1
		E350	1999	1
			2008	3
		F250	2016	1
			2017	1
		F350	1992	1
			2005	1
		FOCUS	2014	1
			2016	1
	GENERATOR	7235NFFO	2013	1
	GMC	6500	1981	1
		C2500	1988	1
		C-50	1987	1
		K35	1993	1
		TG31306	1989	1
		TK10903	2008	1
	IHC	7400	2010	1
	JERED LLC	WINCH ASMBLY	2000	10
	LANDSCAPE	8216	2002	1
	LOADRITE	16220080V	1998	1
	M-B PAINT	STRIPER	1995	1
			1999	1
			2000	2
			2013	1
			2015	4
	ME-DOE	BUS	2006	30
	MERCEDES	2500	2015	1
	MITCHELL	HR-14	2015	1
	NAVISTAR	4700	2001	1
	OQUAWKA	2096P	2012	1
	PRO-TECH	SP18L	2014	1
	SIERRA	K1500	2017	2
	TOYOTA	6BWC20	2016	1
	UTILITY	TL510	2004	3
		WBW1T101LS	1989	1
	VENTURE	VAB2425	2002	1
	VER MAC	PCMS1500	2014	10
		PCMS1500LP	2017	25
	WINKMATIC	CMST33	2010	2
	XXXX	M-O	1970	3
	YALE	MCW025-E	2011	1
PATCH HEATER	BERGKAMP	FP5	2010	1
			2013	1

	FALCON	M10259	2016	13
		M31213	2012	2
		P4N2RI 4-TON	2006	6
			2007	5
			2009	3
	HOT PATCH	4 TON	1999	3
			2000	1
			2010	4
			2011	6
		SPH 3.0 SE	2003	1
	POWERAY	4T HEATER	1990	1
	RAY-TECH	RC 8000	2011	1
PAVER	COBRA	1300	2013	1
PLOW - LIGHT DUTY	FISHER MFG	10FT PLOW	2001	1
		8.5 V-PLOW	2004	1
			2012	1
		9FT PLOW	2005	1
		XTREMEV 9FT	2010	2
PLOWS & WINGS	CHAMPION	PLOWWING 158	1995	1
	CIVES	2654HSE9	2012	1
		OW2654HSE9	2017	4
	EVEREST	4510SP VPLOW	2006	1
		OWRL114S1540	2014	3
			2015	3
		PLOW & WING	2015	1
		PLOW&WING	1995	10
			2000	7
			2001	35
			2002	42
			2003	36
			2004	22
			2005	14
			2006	96
			2008	29
			2009	21
			2012	5
			2013	31
			2014	1
			2015	19
			2016	33
		RAC3351-11	1990	1
			2006	16
			2008	14
			2009	12
		RCA3351-13	2013	19
		TRAC120	2008	1
	FRINK	P87G/13 DRA	1994	1

		PLOW/WING	1987	1
			1989	1
			1990	9
			1992	2
			1993	1
			1994	5
			1995	2
			1996	2
			2000	3
			2002	2
			2005	4
		V-PLOW	1963	1
			1967	1
			1999	1
			2002	3
	GLEDHILL	VEE PLOW	1958	1
			1963	2
			1967	2
			1969	1
			1972	1
	KERSHAW V	650 VEE PLOW	1973	1
			1977	1
	PLOW	TYPMS361	2006	1
	REFURBISH	PLOW & WING	2009	28
	RYLIND	MPD	2012	5
	VIKING	PLOW-WING	1975	2
			1977	1
	WAUSAU	ASP4211 REV	2006	1
RACK TRUCK	FORD	F350	2006	2
			2008	2
			2010	14
			2012	20
			2013	17
			2015	13
RADIAL STACKER	KOLBERG	11, 30'X60'	2017	1
	SCRN MACH	RADIAL STACK	1999	1
RETRIEVER/COMPACTOR	DIAMOND	AMERICANDISK	2009	1
			2010	1
	MULTIQUIP	MVH308GH	2014	18
			2016	7
	RETRIEVER	COMPACTOR GM	2013	2
		FRONT MOUNT	2004	2
			2006	3
	SAKAI	PF280	2007	3
			2010	5
			2011	3
	WACKER	BPU3750	2013	1

ROLLER 1-5 TON	BOMAG	BOM124HD-40	2013	1
		BW120AD-4	2011	2
		BW138AD-5	2014	1
	LEEBOY	400	1996	2
	RETRIEVER	COMPACTOR	2007	1
		COMPACTOR RP	2010	1
			2013	7
	WACKER	RT82SC2	2011	2
			2013	1
SCREEN PLANT PORTABLE	ASTEC	271K	2012	1
		KDS708	2005	1
	MIDLAND	T-4100	2006	1
	POWER	4TSO	1974	1
		M100	1998	2
		RC8024	1992	3
	SCRN MACH	PRODUCER II	1998	1
SEDAN	FORD	FOCUS	2012	1
SERVICE TRUCK	CHEVROLET	SIERRA	1986	1
	FORD	F350	2008	4
			2010	23
			2012	16
			2013	3
			2015	8
	FREIGHTLIN	M2 106 M	2011	1
SHOP EQUIPMENT	ABRASIVE	PRS-1050	2010	1
	ALKOTA CO	431AEUL	2014	1
	BUDGIT	BEH0116 LIFT	2007	2
		BEH0216 LIFT	2007	1
	CLASSIC	TCC1813-40	2011	1
	CLEAN BURN	CB-3250	2015	1
		CB-3500	2013	1
			2015	1
	COATS	6200HS BAL	2003	1
			2005	3
			2006	3
	CUT TABLE	2500	2015	1
	DREIS&KRUM	510D P-BRAKE	1974	1
	GANESH	GMV-2F	2017	1
	GARAGE	SHOP EQUIP	1980	13
	GENERATOR	100REOZJF	2014	1
		150REZGC	2014	1
		50REOZJD	2014	2
	GRAY EQUIP	WPLS-160 LFT	2008	1
	HOFFMAN	HDFT4-48	2010	1
	JOHN DEERE	GATOR	2004	1
	KONI	ST1082-2FSA	2012	7
	MAXIMUS M5	FUEL STATION	2008	89

	MILLER	CP 302	2003	1
	MOHAWK	TP-16 LIFT	2008	2
	N E CRANE	142-20368	2011	1
	OTC	OTC1859-1P	2017	1
	PRES BRAKE	350 TON	2012	1
	PRO WELD	100-0210S	2013	1
	QUINCY AIR	QT10DT COMP	2009	1
		QTH15-120AC	2006	1
	RTI - A/C	RHS680134A	2002	5
	SCOTCHMAN	IRON WORKER	2008	1
	SKYJACK	SJ3219	2011	1
	SPRAYMASTE	9800 FRONT	2015	1
	VICROC	P150	2010	1
	WELLSAW	B25-3A3CNC	2013	1
SHOULDER BOX	H.T.C.INC	2000	2007	1
	SHOULDER	BOX	1992	1
	SWENSON	STCC	2012	4
			2014	14
			2015	8
			2016	18
SKID STEER	BOBCAT	863	1999	2
		863G	2002	2
		A300	2004	1
		S220	2004	2
			2007	2
		S250	2010	2
		S630	2013	2
SLUSHER BLADE	FRINK	SLUSHER	1977	1
	HENDERSON	UBS-10	2005	1
			2006	29
	HENKE	UBS10-XH4.0	2008	8
			2009	7
	ROOT PLOW	F-44 SCRAPER	2001	1
			2002	1
			2003	4
			2004	1
	WAUSAU	PB 10X21	2015	16
		PB-10	2008	15
			2009	18
			2011	4
			2016	28
		PB-10X17	2013	36
			2015	22
		PB-10X20	2014	3
SNOWBLOWER ATTACHMENT	LARUE	D 60	2012	1
	SNOCRETE	948IC	2011	1
	WAUSAU	MP3D	2012	4

SNOWBLOWER-ROTARY TRK	IDAHO	WED-3000	1990	1
	OSHKOSH	HB2518-MP2	1992	1
STANDALONE ATTACHMENT	BOBCAT	40PSL	2016	2
		72SB	2016	1
		FRC602SPD	2016	1
		HB1180	2016	2
	GROUSER	14752EFSU-5	2015	1
STANDALONE TANK	DULTMEIER	DU1T002-S	2007	4
	ELLIPTICAL	2035	2013	3
			2015	1
	HENDERSON	LAS 1800GAL	2010	1
	MTS*	WATERTANK	2013	5
	ROTOLPAS	ROTOLPAS	2016	14
STRIPER	MACK	MRU613	2013	1
			2015	4
SWAP BODY 10 YARD DUMP	BEAU-ROC	LTT 14FT 6"	2006	4
			2010	2
	EVEREST	MR15HT BODY	2009	4
			2014	7
		MR15HT3642RO	2016	3
	KNAPH	LTT14FT6"	2004	6
	REFURBISH	10YD DMP BDY	2011	1
SWAP BODY CONTRACTOR	KNAPH	GCDH-144B-P	2010	2
SWAP BODY TANK-PLATFORM	CHEROKEE	C2-CW-16 BDY	2006	1
			2009	2
	KNAPH	PHH-144B	2004	2
			2006	2
			2010	3
	MTS*	WATERTANK	2013	1
	PHOENIX	P16X96	2014	7
			2016	3
	STELLAR	138-18-40	2010	1
SWAP LOADER TRUCK	IHC	7600	2015	7
			2017	3
	VOLVO	VHD64F	2006	1
			2007	4
		VHD64F200	2010	6
TANKER	IHC	7400 6X4	2012	1
	STERLING	SL8500	2003	1
TOW BROOM	M-B BROOM	53H	1978	1
			2005	2
		MB53	1985	1
			2011	4
			2013	1
	SWEEPSTER	CS20497	2011	2
		CS20497M	2013	2
		TBTH7M3PME01	2014	10

			2015	10
		TH84C2PME	1990	1
			2001	5
			2003	2
		TH84C3PME	1996	4
			1998	3
		TH84M2PME	2006	4
			2011	2
		TH84M2PME07	2007	2
	WAUSAU	RBA3208	2014	2
			2016	6
TRACTOR - 5TH WHEEL	FREIGHTLIN	FL112	2001	1
	IHC	7600	2014	2
		8100	1999	1
	STERLING	SLT950	2005	1
	VOLVO	VHD64F	2007	2
		VHD64F200	2009	2
			2010	5
		VHD64FT	2004	2
TRAFFIC CONTROL DEVICE	AMIDA	DH 1000	2003	1
	BELMONT	SQ3TS	2017	1
	BEMIS	LO15CTA	1994	1
	CAR MATE	CM612CC	2010	6
			2011	5
		CM714CC-HD	2014	8
	CARRY-ON	7X16CG	2014	1
	DIETZ	3 8555	1980	1
	ENDURON	CMS80FM-240	2008	8
	INTELLI	W1-AGTMS	2011	6
	K-K SYS.	KKMB3L-440A	2007	9
	NATIONAL S	LOMB 13325	1999	3
	NORTHEAST	SQ3TS	2011	10
			2012	8
			2013	2
			2014	6
	RC FLAGMAN	RCF 2.4	2005	4
			2006	4
			2013	5
	SOLAR TECH	MESSENGER	2000	3
		SENTINEL	1996	1
			1999	4
			2001	3
	SPEED RAID	ATS-5	2005	3
			2007	1
			2015	2
	TRAFCON	TC1-25C	2011	2
	VER MAC	PCMS1500	2011	7

			2013	19
			2014	12
	WANCO	WTSP55-LSAC	2016	5
	WELLS CARG	CW122	2004	1
		CW1422-102	2015	5
		RF6X121	2012	2
		TW121	2007	1
	WINKMATIC	CMST33	2011	2
TRAILER - 5TH WHEEL	FALCON TRL	M-752-02	2004	1
	MANAC	12348K001	2014	2
	TRAIL KING	OLB236	2007	2
		OLB332	2006	2
			2008	2
TRAILER - BOAT	BOAT TRAIL	SLB12	1985	1
			1989	2
		SSG168	1983	2
	E Z LOAD	1000	1979	1
			1996	1
			2000	1
			2003	1
		EZB141	1991	1
		KX14111G	1999	1
	LOADRITE	16220080V	1999	2
			2003	1
		18-2000	1982	1
	VENTURE	VAB2425	1993	1
	WATERCRAFT	WCE-1250-46	2013	1
TRAILER - BOX 5TH WHEEL (SEMI)	DANE	BOX-VAN 45	1979	1
	VANCO	2WIL	2001	1
TRAILER - BRINE	MTS*	UTIL TRAILER	1955	1
TRAILER - CARGO	CARGO	HALS714TA2	2003	2
	CARGO PRO	C7X14SL	2013	1
	CARRY-ON	6X10CG	2012	1
		7X16CG	2012	7
			2013	1
			2014	1
	CLASSIC	612 CARGO	2004	1
	CONTINENTA	CC712TA2	2000	1
	CRUISER	E612T	1999	1
			2010	1
	EXPRESS	EX612TA2	2000	2
		LT510	2002	1
	E-Z HAULER	EZEC 7X14	2014	2
	HAULMARK	K712BT	2002	1
		TST7X14WT2	2015	2
			2016	3
	INTERSTATE	1714TA2	2003	2

			2004	27
		I610SAFS	2007	2
		I-712TA2	2002	1
		I816TA2XLT	2008	1
	KODIAK	KD7X12DT2	2006	2
	MISSION	MEC 6.5X10	2008	1
	PACE	CS712TA2	1998	1
			2001	1
	TRAILMASTE	SG585A	2003	1
	TRANSPORT	DS2	2000	2
	VALUE HAUL	VH712TA2	2007	1
		VH716TA2	2007	2
		VH718TA2	2007	1
	VICTORY	VT8.516TA	2012	1
TRAILER - EQUIPMENT	CUSTOM	20TT242ASL	1995	4
			1996	6
		20TT262ASL	2001	9
	ECONOLINE	BP220FE	1995	1
	INTERSTATE	20TDA	1988	3
	KRAFTSMAN	HP25T	2014	32
	ROGER BROS	T20L-40-36-2	1970	1
	SUPERLINE	25CAM830TA	2014	1
	WISCONSIN	T-20	1990	2
TRAILER - LOWBED	BLACKHAWK	PRTN35TD-PS	2008	1
	LOW BED	KKK	1987	1
	TRAIL-EZE	TE100DGHT	2016	1
		TE70DGHT	2011	1
			2013	2
TRAILER - OFFICE	C&B CUSTOM	32X8-MO	2002	4
			2005	4
			2007	7
			2008	2
			2012	1
	FLEET SERV	OFFICE TRL	1994	1
	MARK LINE	FO-832	2014	3
	PSM	MO-248	2001	1
	XXXX	M-O	1970	1
TRAILER - POLE	NICHOLS	UT POLE TRL	2008	1
	POLE	U-10	1986	1
TRAILER - SKID STEER	CAM	UT	1999	3
			2004	2
	SUPERLINE	6CAM16FTT	2008	1
		6CAM18FTT	2008	2
		7CAM18FTTGN	2011	1
	TOWMASTER	T-12DT	2013	5
		T-12T	2003	2
TRAILER - SPECIALIZED EQUIP	AGNUM	4060LMH	2005	1

		MLT3060	2006	1
	BAGELA USA	BA10000	2014	1
	CEMENT SIL	200 BRL	2014	1
	EQUIP	616CD	1996	2
	GENERATOR	510S	1999	1
	GENIE	TZ-50 HYBRID	2015	1
	INGERSOLL	DC24	1994	1
		LS6	2004	2
	MTS*	RADIO TOWER	2005	1
		UTIL TRAILER	1995	1
	MULTIQUIP	MC64SH5	2011	1
	NBAY TRAIL	T-20	1995	1
	TRIPLE-L	1012	2011	3
		UT-49	2011	2
			2013	1
	VIKING	VCLTP26	2012	2
	WACKER	LTN	2015	2
		LTN6L	2011	2
			2014	2
	WECO	SUNLIGHTER	2007	1
TRAILER - TOW	KAR KADDY	KK2 60	1989	1
TRAILER - UTILITY	ARMY	UTIL TRAILER	1953	1
			1966	1
	ARSENAL	T6000	2004	3
	CARRY-ON	7X18HDEQDTR	2008	1
	CARTGO	M101	2003	1
	CURR TRLS	LD614	2002	1
	DOWNEASTER	TL616	2007	4
			2008	1
	DUMP	TR610D5	2010	1
	EQ-TRAILER	ET6000	2006	3
		ET8000	1997	1
			2000	1
	HARVEY	6X14WH	2002	3
		G612T UTIL	2000	5
			2001	10
			2003	1
		L712S	1998	3
			1999	4
	HUDSON	HD10	1993	2
	KARAVAN	UTILITY TRAI	2016	1
	LANDSCAPE	35SV	2000	1
			2001	3
			2002	2
		7 X 16	2009	5
			2010	1
			2011	4

		70TV	2004	4
			2005	1
		8216	2002	1
	LOADRITE	UL48	1998	1
			1999	1
	MTS*	UTIL TRAILER	1954	2
			1974	1
			1980	1
			1981	1
			1990	1
			1996	2
			1999	3
			2001	2
	NICHOLS	UT 612	2001	1
			2002	3
	P J	U81182	2012	1
	PACE	CS612	2003	1
	SUPERIOR	6X12-UTIL	2002	1
	UTILITY	6X10	1984	2
		CF8	1983	1
		DM5288	2003	1
		UT712	1999	5
TRENCH BOX	MIGHTY LIT	MLSB-68	2010	1
UNDERBRIDGE CRANE	HYDRA PLAT	HP35/180	2012	1
	IHC	7000	2006	1
WORK UTILITY VEHICLE	TOOLCAT	5600D	2008	1
WRECKER/CRANE	FORD	L9000	1995	1
Grand Total				3337

ATTACHMENT 2

8/1/2017		MaineDOT STOCK LOCATIONS			2/1/17 to 2/1/18	2/1/17 to 2/1/18	2/1/17 to 2/1/18
Region	Loc#	Description	Type	Valuation	# of work orders	line items	sales
1	20	*SCARBOROUGH	Main Garage	\$0.00	868	see note	\$518,248.40
1	370	STANDISH/GORHAM	Satellite	\$15,420.01	248	see note	\$47,354.34
1	390	TOPSHAM	Satellite	\$9,645.04	256	see note	\$44,533.37
2		REGION 2@AUGUSTA FLEET	Satellite	\$0.00		see note	
2	90	NORTH AUGUSTA	Satellite	\$12,114.57	239	see note	\$43,290.68
2	170	WINTHROP	Satellite	\$11,231.81	115	see note	\$27,663.67
2	180	FAIRFIELD	Satellite	\$17,020.39	414	see note	\$70,819.78
2	310	EDGEComb	Satellite	\$11,198.05	207	see note	\$61,324.67
2	450	NORTHPORT	Satellite	\$23,907.97	190	see note	\$74,590.19
2	460	WASHINGTON	Satellite	\$12,677.96	240	see note	\$43,740.79
2	470	RICHMOND	Satellite	\$4,723.39	342	see note	\$50,889.57
2	640	SOUTH CHINA	Satellite	\$13,498.51	187	see note	\$87,589.23
2	650	WEST GARDINER	Satellite	\$2,160.16	28	see note	\$8,090.78
3	110	BETHEL	Satellite	\$15,912.25	162	see note	\$14,910.82
3	120	FAIRBANKS	Satellite	\$18,968.20	209	see note	\$22,386.77
3	130	*SKOWHEGAN (Region Hub)	Sub Garage	\$57.48	552	see note	\$166,820.37
3	150	JACKMAN	Satellite	\$15,042.88	98	see note	\$10,286.90
3	230	*DIXFIELD	Main Garage	\$0.00	545	see note	\$373,481.55
3	330	SOUTH PARIS	Satellite	\$12,144.33	113	see note	\$10,591.07
3	420	DALLAS	Satellite	\$28,406.29	229	see note	\$31,375.37
3	620	OLON	Satellite	\$18,040.07	213	see note	\$11,805.52
3	710	NORTH JAY	Satellite	\$8,365.01	133	see note	\$14,655.55
4	40	HANCOCK	Satellite	\$44,479.93	158	see note	\$81,787.09
4	50	*BANGOR	Main Garage	\$1,932.05	708	see note	\$357,456.11
4	200	JONESBORO	Satellite	\$6,758.92	23	see note	\$4,526.32
4	300	BAILEYVILLE	Satellite	\$73,985.50	223	see note	\$68,586.23
4	340	GUILFORD	Satellite	\$21,148.24	179	see note	\$104,894.97
4	360	ENFIELD	Satellite	\$11,230.12	227	see note	\$53,260.45
4	430	ORLAND	Satellite	\$27,011.61	82	see note	\$38,626.01
4	480	PLYMOUTH	Satellite	\$39,667.14	357	see note	\$65,277.20
4	590	HANCOCK MOBILE	Satellite	\$3,417.21	75	see note	\$20,586.23
4	600	PEMBROKE-BAILEYVILLE- MOBILE	Satellite	\$25,730.24	246	see note	\$92,155.39
5	30	*CARIBOU	Main Garage	\$123.07	888	see note	\$490,572.03
5	60	MEDWAY	Satellite	\$9,984.92	252	see note	\$33,190.38
5	160	HOULTON	Satellite	\$23,276.65	253	see note	\$57,535.17
5	190	OAKFIELD	Satellite	\$21,085.14	255	see note	\$68,251.35
5	490	TOPSFIELD	Satellite	\$19,490.77	229	see note	\$63,813.97
5	540	HOULTON SOUTH MOBILE	Satellite	\$9,795.48	171	see note	\$33,670.48
5	550	HOULTON WEST MOBILE	Satellite	\$8,693.36	306	see note	\$72,255.71

BP 54 - AGREEMENT TO PURCHASE SERVICES

6	11	FLEET PURCHASES Catalog	Catalog	\$0.00	0	see note	\$0.00
6	12	*AUGUSTA HEAVY EQUIPMENT	Main Garage	\$16.76	556	see note	\$571,367.19
6	13	*AUGUSTA FABRICATION	Main Garage	\$0.00	597	see note	\$338,767.25
6	15	*VEHICLE PREP.	Main Garage	\$9,160.00	15	see note	\$105,442.61
6	220	FUEL SERVICES	Satellite	\$14,379.16	286	see note	\$219,365.19
6	730	OBSOLETE STOCK	Satellite	\$2,853.57	0	see note	\$0.00
			TOTAL	\$624,754.21	10,302		\$4,065,700.61
		* Asterisked location is Hub or Sub-Garage					
		NOTE: Sales exclude commercial charges					
		Line items can run between 1 & 250					
		(approximately 250 items for a new truck set-up)					

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: United States of America

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.