

NEW

**State of Maine****Master Agreement****Effective Date:** 11/09/18**Expiration Date:** 11/08/19**Master Agreement Description:** Master Agreement for Hopper Spreader-Demount/Stand-Alone**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

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

VS0000021710

**Vendor Name**

Stewart Sevey

**Alias/DBA**

Allied Equipment, LLC

**Vendor Address Information**

PO Box 398

Rockwood, ME 04478

US

**Vendor Contact Information**

Stewart Sevey

603-892-8535 ext.

stewart@alliedequipsales.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Stewart Sevey

**Commodity Line #:** 1

**Commodity Code:** 76564

**Commodity Description:** Hopper Spreader with Demount-Stand-Alone Systems

**Commodity Specifications:** As per the specifications attached made part of this MA.

**Commodity Extended Description:** Hopper Spreader with Demount-Stand-Alone Systems. Use 2017MY until depleted.

Estimated delivery is 14 days on 2017MY, 120 days on 2019MY

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

14

**Free on Board**

FOB Dest, Freight Prepaid

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Hopper

**Discount**

0.0000 %

**Discount Start Date**

11/09/18

**Discount End Date**

11/08/19

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000021710	2017MY B60-36	Stewart Sevey			76564	Hopper Spreader w/Demount Stand Alone Systems	2017 Model Year	ea	\$41,837.00	14
VS0000021710	2019MY B60-36	Stewart Sevey			76564	Hopper Spreader w/Demount Stand Alone Systems	2019 Model Year	ea	\$47,837.00	120

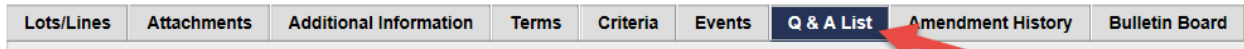
**STATE OF MAINE**  
**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES**  
**BUREAU OF BUSINESS MANAGEMENT**  
**DIVISION OF PROCUREMENT SERVICES**

**RFQ # 17D18101200000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

**Quotations/Responses Due: 11/2/2018** not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine’s E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.



**General Instructions on Bidder Questions**

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

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

**Summary**

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



# RFQ REQUIREMENTS

## 1. Description of Requirements

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

- Please see **Appendix B**

## 2. Bid Contents Requirements

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

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

## 3. Master Agreement Term

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

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

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

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	12/1/2018	11/30/2019
Renewal Period #1	12/1/2019	11/30/2020
Renewal Period #2	12/1/2020	11/30/2021
Renewal Period #3	12/1/2021	11/30/2022

## 4. Submitting a Quotation

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

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

## 5. **General Instructions**

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

## 6. **Quotation Evaluation and Selection**

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

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.

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

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

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

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

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

**7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.

- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# TERMS AND CONDITIONS FOR RFQ AND CONTRACT

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

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

### **B. General Provisions**

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

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

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

### **D. Delivery Terms**

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

### **E. Alternate Bids and Approved Equals**

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

### **F. Appeal of Contract Awards**

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

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

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

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

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

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

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

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

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

### **C. Payments and Other Provisions**

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

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

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

## **1.0 MaineDOT GENERAL REQUIREMENTS**

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Hopper Spreader with a Demount/Stand-Alone System is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

### **APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED**

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).



The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote.  
**Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix G.**

## Appendix A

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

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

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

Name:	Title:
Authorized Signature:	Date:

## Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

## Appendix B

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

**DETAILED SPECIFICATIONS**

RFQ # 17D1810120000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

**INTENT**

The purpose and intent of this specification is to describe a Hopper Spreader with a Demount/Stand-Alone System that can be inserted into a truck body. It must be of rugged design and construction throughout in order to deliver dependable service under severe operating conditions, with optimum performance and production capabilities. The hopper spreader must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (Schmidt Stratos B60-36 or approved equal).

**COMPLETENESS**

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

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

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the hopper industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all spreaders provided by the manufacturer should be interchangeable.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

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

<b>The following abbreviations must be used:</b>		<table border="1"> <tr> <td><b>X</b></td> <td><b>Standard or as specified</b></td> </tr> <tr> <td><b>N/A</b></td> <td><b>Not Available</b></td> </tr> <tr> <td><b>DI</b></td> <td><b>Dealer Installed</b></td> </tr> <tr> <td><b>AE</b></td> <td><b>Approved Equal</b></td> </tr> </table>			<b>X</b>	<b>Standard or as specified</b>	<b>N/A</b>	<b>Not Available</b>	<b>DI</b>	<b>Dealer Installed</b>	<b>AE</b>	<b>Approved Equal</b>
<b>X</b>	<b>Standard or as specified</b>											
<b>N/A</b>	<b>Not Available</b>											
<b>DI</b>	<b>Dealer Installed</b>											
<b>AE</b>	<b>Approved Equal</b>											
	<b>2.0 GENERAL REQUIREMENTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>								
<b>2.1</b>	Hopper body will be of stainless steel construction with low hopper design to achieve maximal use of vehicle width.											
<b>2.2</b>	Conveyor system will be a V profile endless belt system. Belt will be supported by a stainless steel plate (no bearings or rollers).											
<b>2.3</b>	All steel will be powder coated. Proper procedures will be used to prepare the steel for coating (shot blasting, chemically cleaning, epoxy primer).											
<b>2.4</b>	Hopper body will have a PVC coated cloth folding cover. This cover will be hand operated.											
<b>2.5</b>	All components in the rear, either electric or hydraulic, must have a cover over them to protect them when re-loading the hopper (Fiberglass preferred).											
<b>2.6</b>	Hopper drive system will be powered by the vehicle's hydraulic system. Hydraulic connections shall be located at rear of hopper spreader.											
<b>2.7</b>	Hopper will have a rear-mounted folding stainless steel ladder.											
<b>2.8</b>	Spreader disc will have the capacity to spread a pattern of six (6) to thirty (30) feet.											

<b>2.9</b>	A distribution chute for the brine must ensure optimal mixture of liquid and dry material.			
<b>2.10</b>	Spreader will come with a demount/stand-alone system (RoRo preferred). This system will have side bars and rollers for ease of removing and installing spreader into truck body. Safety and tighten chains will be provided with this demount system.			
<b>2.11</b>	The demount/stand-alone system must be <b>weight rated</b> , the rating must be clearly legible and all documentation of the rating must be provided.			
<b>2.12</b>	Hopper stand-alone system shall be designed to fit into MaineDOT truck body without having to perform modifications to the stand.			
	<b>3.0 PRE-WET SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>3.1</b>	System will have liquid capacity of 580 gallons.			
<b>3.2</b>	Tanks to hold this liquid will be side-mounted and of high strength polyethylene (PE).			
<b>3.3</b>	Capacity of the liquid tanks will be based on a 70:30 mix ratio.			
<b>3.4</b>	Tanks to have maximum level switch, and be vented.			
	<b>4.0 CONTROL SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>4.1</b>	A (CL) control unit will be used in the cab of the vehicle.			
<b>4.2</b>	This (CL) control unit must be able to adjust pattern, width, (etc.), and be able to communicate with the spreader.			
<b>4.3</b>	A direct cable connection from job controller to in-cab CL display unit is required.			

	<b>5.0 SAFETY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>5.1</b>	All safety, instructional, pinch point, and hazard decals shall be properly displayed and easy to read.			
	<b>6.0 WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1</b>	Manufacturer's standard warranty will apply.			
<b>6.2</b>	Please state terms and conditions of warranty with bid proposal.			
<b>6.3</b>	Manufacturer's warranty will start with MaineDOT Fleet Services in-service date. MaineDOT will provide vendor with date.			
	<b>7.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1</b>	Minimum of two (2) hours of training on-site at a location of the Highway Maintenance facility in Bangor, Maine.			
<b>7.2</b>	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.			
<b>7.3</b>	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. Maine DOT reserves the right to reject any and all bids.			
<b>7.4</b>	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be			

	considered that the vendor will comply with all specifications as listed.			
<b>7.5</b>	Bidders shall supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site or a standard brochure).			
<b>7.6</b>	Vendor shall supply two (2) copies each of the Operators Manual and Parts Manual, one (1) copy of each may be a CD.			
<b>7.7</b>	MaineDOT reserves the right to pre-inspect the equipment before delivery.			
<b>7.8</b>	All bid pricing will include shipping and delivery to MaineDOT, 219 Hogan Rd, Bangor, ME 04401			
<b>7.9</b>	Upon delivery of unit all necessary paper work such as Certificate of Origin (title), dealer's certificate, and billing invoices shall accompany unit if applicable.			



## Appendix C

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

**COST RESPONSE**

**RFQ # 17D18101200000000000117**

### **Hopper Spreader with a Demount/Stand-Alone System**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

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

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

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

**Bids missing these required documents may be rejected. All attachments must be smaller than 2MB in size. Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination.**

**All bids must be entered in the Vendor Self Service (VSS).**

The screenshot shows a bid entry form with the following fields and labels:

- Requested Quantity:** 1 EA
- Response Type:** Bid (dropdown menu)
- Unit Price:** [text input field]
- Delivery Days:** [text input field]
- Comments:** [text area]

Red arrows point from the Unit Price and Delivery Days fields towards the Comments field, indicating that information from these fields should be included in the comments.

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only. Example: If you bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

## Appendix D

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17D18101200000000000117**

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

Instructions:

### Maine Business Analysis

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

### Maine Economic Impact

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

Bidder's Organization Name:	
-----------------------------	--

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix E**

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

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

**RFQ # 17D18101200000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

**Name of Company:**

**Address:**

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

**Date:**

Appendix F

RFQ # 17D18101200000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

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

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

Dated

Printed name of Person Bidding

\_\_\_\_\_  
Authorized Signature

Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

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

1. **EQUIPMENT:**
2. **DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

3. **EQUIPMENT INFORMATION:**

YEAR:           EQUIPMENT MAKE:

EQUIPMENT MODEL:

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

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

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

WARRANTY AND SERVICE FACILITIES

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

CONTACT NAME:                           TELEPHONE:

EQUIPMENT PARTS PROVIDER:

ADDRESS:

CONTACT NAME:                           TELEPHONE:

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

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

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

Dated

\_\_\_\_\_  
Signature

Print Name

Company Name

**3.0 SPECIFICATION COMPLIANCE**

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

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

Dated

Printed name of Person Bidding

\_\_\_\_\_  
Authorized Signature

Title

## Appendix G

RFQ # 17D18101200000000000117

### Hopper Spreader with a Demount/Stand-Alone System

#### MaineDOT TERMS AND CONDITIONS

##### A. AGREEMENT

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

##### B. INDEPENDENT CAPACITY

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

##### C. STATUS REPORTS

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

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

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

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

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



#### **D. PAYMENT AND OTHER PROVISIONS**

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

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

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

#### **E. WARRANTY**

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

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

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

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

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

#### **F. DAMAGES**

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

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor

or may be recovered by through any lawful means.

#### **G. SET-OFF RIGHTS**

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

#### **H. FORCE MAJEURE**

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

#### **I. INDEMNIFICATION**

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

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

#### **J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii)

proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

#### **L. RIGHT TO SUSPEND WORK**

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

#### **M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

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

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

#### **N. CLAIMS AND DISPUTES**

##### **General**

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

##### **Negotiation with MaineDOT's Fleet Representative**

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

##### **Review by Director**

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

##### **Dispute Resolution**

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

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

**O. CONTROLLING LAWS**

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

**Laws to Be Observed**

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

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

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

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

**Q. SEVERABILITY**

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

**R. NON-WAIVER**

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

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

**RFQ # 17D1810120000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

**Quotations/Responses Due: 11/2/2018** not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information, responses must be provided via the State of Maine's E-Procurement Service (VSS). The Division of Purchases will not answer questions via VSS. All questions must be submitted no later than forty-eight hours before the bid opening. All questions will be answered.

*Bid For  
New, 2017 Model year  
Spreaders*

[Lots/Lines](#) | [Attachments](#) | [Additional Information](#) | [Terms](#) | [Criteria](#)

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire Solicitation page and ask questions through the Q & A List tab on the Solicitation page as well. It is the vendor's responsibility to log in to view all questions and answers. Information obtained any other way will not be valid.

ASI#38670 Z14-4CP WWW.BEBCO.COM

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

**Summary**

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

## RFQ REQUIREMENTS

### 1. Description of Requirements

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

- Please see **Appendix B**

### 2. Bid Contents Requirements

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

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

### 3. Master Agreement Term

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

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

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

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	12/1/2018	11/30/2019
Renewal Period #1	12/1/2019	11/30/2020
Renewal Period #2	12/1/2020	11/30/2021
Renewal Period #3	12/1/2021	11/30/2022

### 4. Submitting a Quotation

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



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

## 5. General Instructions

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

## 6. Quotation Evaluation and Selection

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

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.



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

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

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

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

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

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.

- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# TERMS AND CONDITIONS FOR RFQ AND CONTRACT

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

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

### **B. General Provisions**

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

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

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

### **D. Delivery Terms**

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

### **E. Alternate Bids and Approved Equals**

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

### **F. Appeal of Contract Awards**

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

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



## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

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

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

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

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

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

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

### **C. Payments and Other Provisions**

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

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

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

## 1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Hopper Spreader with a Demount/Stand-Alone System is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

### APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term "approved equal" is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer's standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).

The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote. **Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix G.**

## Appendix C

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

**COST RESPONSE**

**RFQ # 17D1810120000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

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

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

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

**Bids missing these required documents may be rejected. All attachments must be smaller than 2MB in size. Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination.**

**All bids must be entered in the Vendor Self Service (VSS).**

Requested Quantity :	1 EA	Comments:
Response Type :	Bid	
Unit Price :		
Delivery Days :		

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only. Example: If you bid is for **one dollar** you would enter **1.00**



All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

**Appendix D**

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 17D1810120000000000117**

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

Instructions:

**Maine Business Analysis**

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

**Maine Economic Impact**

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

Bidder's Organization Name:	
-----------------------------	--

<b>MAINE BUSINESS ANALYSIS</b>		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

<b>MAINE ECONOMIC IMPACT</b>	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix A**

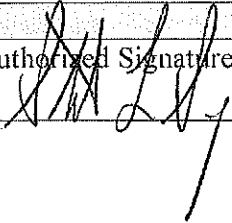
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Allied Equipment, LLC		
Chief Executive - Name/Title: Stewart L. Sevey - President		
Tel:603-892-8535	Fax:207-512-1434	E-mail: stewart@alliedequipsales.com
Headquarters Street Address: PO Box 398		
Headquarters City/State/Zip:Rockwood, Maine 04478		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:Stewart L. Sevey		
Tel:603-892-8535	Fax: 207-512-1434	E-mail: stewart@alliedequipsales.com
Street Address: PO Box 398		
City/State/Zip:Rockwood, Maine 04478		

By signing below Bidder affirms:

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

Name:Stewart L. Sevey	Title: President
Authorized Signature: 	Date: October 28, 2018

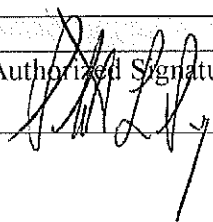
## Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Stewart L Sevey	Title: President
 Authorized Signature:	Date: October 28, 2018

## Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D1810120000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

**INTENT**

The purpose and intent of this specification is to describe a Hopper Spreader with a Demount/Stand-Alone System that can be inserted into a truck body. It must be of rugged design and construction throughout in order to deliver dependable service under severe operating conditions, with optimum performance and production capabilities. The hopper spreader must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (Schmidt Stratos B60-36 or approved equal).

**COMPLETENESS**

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

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

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the hopper industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all spreaders provided by the manufacturer should be interchangeable.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

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

The following abbreviations must be used:		X	Standard or as specified	
		N/A	Not Available	
		DI	Dealer Installed	
		AE	Approved Equal	
	2.0 GENERAL REQUIREMENTS	Abbreviation	Actual Dimension	Notes
2.1	Hopper body will be of stainless steel construction with low hopper design to achieve maximal use of vehicle width.	x		
2.2	Conveyor system will be a V profile endless belt system. Belt will be supported by a stainless steel plate (no bearings or rollers).	x		
2.3	All steel will be powder coated. Proper procedures will be used to prepare the steel for coating (shot blasting, chemically cleaning, epoxy primer).	x		
2.4	Hopper body will have a PVC coated cloth folding cover. This cover will be hand operated.	x		
2.5	All components in the rear, either electric or hydraulic, must have a cover over them to protect them when re-loading the hopper (Fiberglass preferred).	x		
2.6	Hopper drive system will be powered by the vehicle's hydraulic system. Hydraulic connections shall be located at rear of hopper spreader.	x		
2.7	Hopper will have a rear-mounted folding stainless steel ladder.	x		
2.8	Spreader disc will have the capacity to spread a pattern of six (6) to thirty (30) feet.	x		

2.9	A distribution chute for the brine must ensure optimal mixture of liquid and dry material.	x		
2.10	Spreader will come with a demount/stand-alone system (RoRo preferred). This system will have side bars and rollers for ease of removing and installing spreader into truck body. Safety and tighten chains will be provided with this demount system.	x		
2.11	The demount/stand-alone system must be <b>weight rated</b> , the rating must be clearly legible and all documentation of the rating must be provided.	x		
2.12	Hopper stand-alone system shall be designed to fit into MaineDOT truck body without having to perform modifications to the stand.	x		
<b>3.0 PRE-WET SYSTEM</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	System will have liquid capacity of 580 gallons.	x		
3.2	Tanks to hold this liquid will be side-mounted and of high strength polyethylene (PE).	x		
3.3	Capacity of the liquid tanks will be based on a 70:30 mix ratio.	x		
3.4	Tanks to have maximum level switch, and be vented.	x		
<b>4.0 CONTROL SYSTEM</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	A (CL) control unit will be used in the cab of the vehicle.	x		
4.2	This (CL) control unit must be able to adjust pattern, width, (etc.), and be able to communicate with the spreader.	x		
4.3	A direct cable connection from job controller to in-cab CL display unit is required.	x		



	<b>5.0 SAFETY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
5.1	All safety, instructional, pinch point, and hazard decals shall be properly displayed and easy to read.	x		
	<b>6.0 WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
6.1	Manufacturer's standard warranty will apply.	x		
6.2	Please state terms and conditions of warranty with bid proposal.	x		
6.3	Manufacturer's warranty will start with MaineDOT Fleet Services in-service date. MaineDOT will provide vendor with date.	x		
	<b>7.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
7.1	Minimum of two (2) hours of training on-site at a location of the Highway Maintenance facility in Bangor, Maine.	x		
7.2	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	x		
7.3	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. Maine DOT reserves the right to reject any and all bids.	x		
7.4	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be	x		



	considered that the vendor will comply with all specifications as listed.			
7.5	Bidders shall supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site or a standard brochure).	x		
7.6	Vendor shall supply two (2) copies each of the Operators Manual and Parts Manual, one (1) copy of each may be a CD.	x		
7.7	MaineDOT reserves the right to pre-inspect the equipment before delivery.	x		
7.8	All bid pricing will include shipping and delivery to MaineDOT, 219 Hogan Rd, Bangor, ME 04401	x		
7.9	Upon delivery of unit all necessary paper work such as Certificate of Origin (title), dealer's certificate, and billing invoices shall accompany unit if applicable.	x		

**Appendix E**

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

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

**RFQ # 17D1810120000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

**Name of Company: Allied Equipment, LLC**

**Address: PO Box 398, Rockwood, Maine 04478**

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

**Date: October 28, 2018**

Appendix F

RFQ # 17D1810120000000000117

Hopper Spreader with a Demount/Stand-Alone System

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

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

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

October 28, 2018  
Dated

Stewart L Sevey  
Printed name of Person Bidding

  
Authorized Signature

President  
Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

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

1. **EQUIPMENT:** Schmidt Stratos Spreader, Model B60-36
2. **DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

All claims for warranty must be submitted directly to Allied Equipment, LLC – via phone or email.

3. **EQUIPMENT INFORMATION:**

YEAR: 2017            EQUIPMENT MAKE: Schmidt Stratos

EQUIPMENT MODEL: B60-36

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

Included with Owner Manual

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

Schmidt- AEBl warrants all material and workmanship for a period of 1 full year. Warranty excludes normal wear items, and any damage as a result of misuse of the product

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

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 164 Central Street, Pittsfield, Maine 04967

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Stewart Sevey

TELEPHONE: 603-892-8535

EQUIPMENT PARTS PROVIDER: Allied Equipment, LLC

ADDRESS: PO Box 398, Rockwood, Maine 04478

CONTACT NAME: Stewart Sevey

TELEPHONE: 603-892-8535

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

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

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

October 28, 2018  
Dated

  
\_\_\_\_\_  
Signature

Stewart L. Sevey  
Print Name

Allied Equipment, LLC  
Company Name

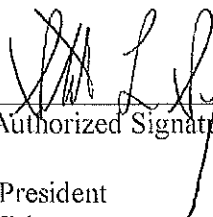
**3.0 SPECIFICATION COMPLIANCE**

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

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

October 28, 2018  
Dated

Stewart Sevey  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

President  
Title

## Appendix G

RFQ # 17D1810120000000000117

### Hopper Spreader with a Demount/Stand-Alone System

#### MaineDOT TERMS AND CONDITIONS

##### A. AGREEMENT

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

##### B. INDEPENDENT CAPACITY

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

##### C. STATUS REPORTS

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

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

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

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

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

#### **D. PAYMENT AND OTHER PROVISIONS**

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

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

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

#### **E. WARRANTY**

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

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

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

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

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

#### **F. DAMAGES**

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

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor



or may be recovered by through any lawful means.

#### **G. SET-OFF RIGHTS**

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

#### **H. FORCE MAJEURE**

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

#### **I. INDEMNIFICATION**

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

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

#### **J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii)



proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismitted, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

**L. RIGHT TO SUSPEND WORK**

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

**M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

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

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

**N. CLAIMS AND DISPUTES**

**General**

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

**Negotiation with MaineDOT's Fleet Representative**

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

**Review by Director**

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

**Dispute Resolution**

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

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

**O. CONTROLLING LAWS**

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

**Laws to Be Observed**

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

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

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

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

**Q. SEVERABILITY**

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

**R. NON-WAIVER**

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



October 28, 2018

State of Maine

Department of Transportation

Augusta, Maine 04330

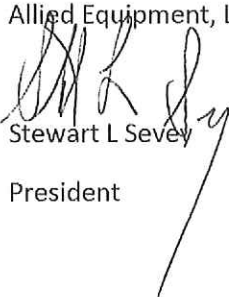
RE: RFQ #17D1810120000000000117

Parts supplied for this RFQ are supplied from our branch located at 164 Central Street, Pittsfield, Maine 04967. We currently have approximately \$20,000.00 in Schmidt Stratos parts in stock.

Service would currently be provided onsite at the Maine DOT facility in Bangor. Service would be provided by Swenson/Schmidt, and Allied Equipment, LLC

Sincerely

Allied Equipment, LLC



Stewart L Sevey

President

**Allied Equipment, LLC**

PO Box 398 Rockwood, Maine USA 04478

[www.alliedequipsales.com](http://www.alliedequipsales.com) phone- 603-892-8535 fax-207-512-1434



**SCHMIDT**

# Stratos

Road-Smart Combination Spreaders





# Stratos

## Road-Smart Combination Spreaders

- **Smart:** The new Stratos features an innovative and intelligent control and distribution system to make your snow and ice removal jobs easier.
- **Performance:** Higher efficiency of application, pre-wet and drive systems – an economical addition to your winter fleet.

### Frame & Hopper

The enhanced modular design lets you create individual configurations that are precisely tailored to specific tasks and operating conditions. The stretched, low design contributes to the vehicle's low center of gravity and matched adaptability.

### Mounting

There are two mounting options: mounting frame suitable for storage legs, hook lifts and fix mounted systems; or mounting frame suitable for integrated leg stand. Both systems can be stored with a full hopper and full tanks.

### Delivery Systems

Conveyor belt system: V-shaped, endless conveyor belt running on a guide plate; low-maintenance bearing in drive roller; patented belt relief system; patented integrated lump crusher.

Auger system: Powered hydraulically via gears; rear-mounted hexagon on the shaft; auger cover; low-maintenance bearing with two-stage auger flites; salt screen.

### Distribution Systems

18" premium stainless steel disc can be folded via gas-pressure springs; spread width of 6 ft - 33 ft; optional closed, height-adjustable polyethylene (PE) chute.

Option: 24" (600 mm) Premium Disc with 5-zone mixing system  
Spreading width 9.8 ft - 39.4 ft  
(3 m - 12 m)

Option: 28" (700 mm) Premium Disc with 5-zone mixing system  
Spreading width 13 ft - 46 ft  
(4 m - 14 m)

Option: PremiumPlus spreading disc with mixing chamber system,  
Spreading width 6 ft - 33 ft / 10 ft - 40 ft / 13 ft - 46 ft  
(2 m - 10 m / 3 m - 12 m / 4 m - 14 m)

### Pre-Wet Equipment

Side-mounted brine tanks made of impact-proof polyethylene with level indicator have automatic dry material reduction when the brine supply is switched on. The rear-mounted Storz C-connector features an integrated filter for filling and emptying the tanks, as well as a top filler cap. The brine gear pump has a flow rate of 26 gal/min (100 l/min). Dry running prevention automatically reduces the speed when the pre-wet setting is switched on. The integrated speed reporting sensor provides a high level of accuracy to the system.

### Drive Systems

The spreader is powered by the vehicle's hydraulic system. Rotopower provides an efficient alternative. Other drive options include a conventional wheel drive or a diesel engine.

### Operation

The spreader is operated by one of three ergonomically designed, fully path-dependent control panels in the Schmidt Evolution line:

Option: ThermoLogic provides temperature monitoring via an infrared sensor.

Option: AutoLogic enables automatic spreading with GPS navigation.

Option: SmartWinterCare is our information and management system for spreading operations.

### Safety

Optional equipment: warning light (halogen or LED), red-white marking, CAUTION marking, splash guard for 6.6 ft or 7.2 ft (2,000 mm or 2,200 mm)

### Capacity

Hopper size	5.2 yd <sup>3</sup> / 6.5 yd <sup>3</sup> / 7.8 yd <sup>3</sup> (4.0 / 5.0 / 6.0 m <sup>3</sup> )
Brine tank	634 gal (2,400 l)

### Dimensions & Weights

Hopper length	11.8 ft (3,600 mm)
Length of de-mountable device	13.4 ft / 15.4 ft (4,100 mm / 4,700 mm)
Hopper width	6.6 ft (2,000 mm)
Frame width	6.4 ft (1,950 mm)
Hopper height	4.9 ft - 5.8 ft (1,490 mm - 1,770 mm)
Empty weight (approx.)	2,161 - 2,425 lbs (980 to 1,100 kg)





# STRATOS B60C-36 Features

schmidt@swensonproducts.com  
888-825-7323  
www.schmidt-na.com

DESCRIPTION	
<b>HOPPER - 7.8 yd<sup>3</sup> (6.0 m<sup>3</sup>)</b>	
STRATOS B60-36, stainless steel	
Belt conveyor system (B)	
Salt screen, steel 4" x 4" (100 x 100 mm), (for B CS 40K-70K)	
Hopper cover, steel, blue (for 40 - 60)	
Ladder, stainless steel (standard)	
Rear cover, stainless steel	
<b>PRE-WET SYSTEM</b>	
Pre-wet system, 634 gal. (2,400 L) (for 40 - 60)	
Pre-wet system EN 15597-1:min. & max. level switch & scale for liquid level	
Pre-wet coupling Camlock 2"	
Maximum level switch 4P (part of 171572)	
Empty tank warning on control panel with flow sensor	
<b>DRIVE SYSTEM</b>	
Machine powered by vehicle's hydraulic system (V)	
Hydraulic couplings, flat-face leak free, ISO 16028, P=size 2 (M), R=Size 3(M)	
<b>CONTROL SYSTEM</b>	
Control system Evolution Smart ES, with color touch screen	
USB memory stick (for EP and ES)	
Cable extension (cabin wall connector) standard version	
Control box support, universal version, English language	
<b>DISTRIBUTION SYSTEM</b>	
Spreading disc 490, spread width 6'7" - 32'10" (2 - 10 m)	
Open chute (for 490, 660 and 700)	
Rear working lamp, LED, for spreading control, red	
Kick back collision protection on spreading disc	
<b>DEMOUNT &amp; FIXING</b>	
Roll-on/Roll-off (RoRo) demount system for demounting hopper & pre-wet tanks filled up to 13.3 US tons (12 metric tons), side bars required	
Side bars with rollers, 4 pcs. for roll-on/roll-off system	
<b>OPTIONS</b>	
Beacon, 1 pc. with orange LED light	
Level indicator and ID plate in gallons and pounds	





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

RFQ # 17D18101200000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

**Quotations/Responses Due: 11/2/2018** not later than 4:00 p.m. local time

**Note:** So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine's E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.

Lots/Lines   Attachments   Additional Information   Terms   Criteria   Events   **Q & A List**   Amendment History   Bulletin Board

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire questions through the Q & A List tab on the Solicitation page well. It is the vendor's responsibility to log in to view all question information obtained any other way will not be valid.

**In the event that you must contact us for any other reason** the Buyer listed on the Solicitation page may be contacted notification is made. No other person/State employee is eligible for this RFQ. Violation of this provision may lead to disqualification at the Buyer's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the Division of Administrative and Financial Services ("Division") is acting on behalf of "The Department of Administrative and Financial Services" (the "Department"). The Division and the Requesting Department ("responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.



ASI#38670 Z14-4CP WWW.BEBCO.COM



# RFQ REQUIREMENTS

## 1. Description of Requirements

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

- Please see **Appendix B**

## 2. Bid Contents Requirements

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

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

## 3. Master Agreement Term

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

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

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

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	12/1/2018	11/30/2019
Renewal Period #1	12/1/2019	11/30/2020
Renewal Period #2	12/1/2020	11/30/2021
Renewal Period #3	12/1/2021	11/30/2022

## 4. Submitting a Quotation

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

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

## 5. General Instructions

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

## 6. Quotation Evaluation and Selection

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

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.

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

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

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

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

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

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.

- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.



# TERMS AND CONDITIONS FOR RFQ AND CONTRACT

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

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

### **B. General Provisions**

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

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

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

### **D. Delivery Terms**

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

### **E. Alternate Bids and Approved Equals**

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

<http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

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

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



## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

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

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

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

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

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

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

### **C. Payments and Other Provisions**

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

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

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

## 1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Hopper Spreader with a Demount/Stand-Alone System is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

### APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term "approved equal" is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer's standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).



The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote.  
**Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix G.**

# Appendix A

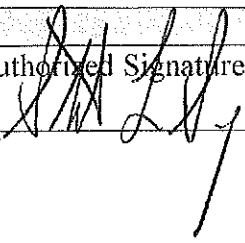
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Allied Equipment, LLC		
Chief Executive - Name/Title: Stewart L Sevey - President		
Tel: 603-892-8535	Fax: 207-512-1434	E-mail: stewart@alliedequipsales.com
Headquarters Street Address: PO Box 398		
Headquarters City/State/Zip: Rockwood, Maine 04478		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Stewart L Sevey		
Tel: 603-892-8535	Fax: 207-512-1434	E-mail: stewart@alliedequipsales.com
Street Address: PO Box 398		
City/State/Zip: Rockwood, Maine 04478		

By signing below Bidder affirms:

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

Name: Stewart L Sevey	Title: President
Authorized Signature: 	Date: October 28, 2018

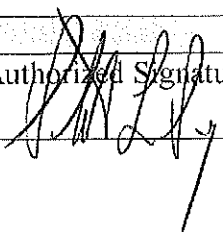
## Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Stewart L Sevey	Title: President
Authorized Signature: 	Date: October 28, 2018

## Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D1810120000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

**INTENT**

The purpose and intent of this specification is to describe a Hopper Spreader with a Demount/Stand-Alone System that can be inserted into a truck body. It must be of rugged design and construction throughout in order to deliver dependable service under severe operating conditions, with optimum performance and production capabilities. The hopper spreader must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. (Schmidt Stratos B60-36 or approved equal).

**COMPLETENESS**

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

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

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the hopper industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all spreaders provided by the manufacturer should be interchangeable.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

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

The following abbreviations must be used:

X	Standard or as specified
N/A	Not Available
DI	Dealer Installed
AE	Approved Equal

	2.0 GENERAL REQUIREMENTS	Abbreviation	Actual Dimension	Notes
2.1	Hopper body will be of stainless steel construction with low hopper design to achieve maximal use of vehicle width.	x		
2.2	Conveyor system will be a V profile endless belt system. Belt will be supported by a stainless steel plate (no bearings or rollers).	x		
2.3	All steel will be powder coated. Proper procedures will be used to prepare the steel for coating (shot blasting, chemically cleaning, epoxy primer).	x		
2.4	Hopper body will have a PVC coated cloth folding cover. This cover will be hand operated.	x		
2.5	All components in the rear, either electric or hydraulic, must have a cover over them to protect them when re-loading the hopper (Fiberglass preferred).	x		
2.6	Hopper drive system will be powered by the vehicle's hydraulic system. Hydraulic connections shall be located at rear of hopper spreader.	x		
2.7	Hopper will have a rear-mounted folding stainless steel ladder.	x		
2.8	Spreader disc will have the capacity to spread a pattern of six (6) to thirty (30) feet.	x		

2.9	A distribution chute for the brine must ensure optimal mixture of liquid and dry material.	x		
2.10	Spreader will come with a demount/stand-alone system (RoRo preferred). This system will have side bars and rollers for ease of removing and installing spreader into truck body. Safety and tighten chains will be provided with this demount system.	x		
2.11	The demount/stand-alone system must be <b>weight rated</b> , the rating must be clearly legible and all documentation of the rating must be provided.	x		
2.12	Hopper stand-alone system shall be designed to fit into MaineDOT truck body without having to perform modifications to the stand.	x		
<b>3.0 PRE-WET SYSTEM</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	System will have liquid capacity of 580 gallons.	x		
3.2	Tanks to hold this liquid will be side-mounted and of high strength polyethylene (PE).	x		
3.3	Capacity of the liquid tanks will be based on a 70:30 mix ratio.	x		
3.4	Tanks to have maximum level switch, and be vented.	x		
<b>4.0 CONTROL SYSTEM</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	A (CL) control unit will be used in the cab of the vehicle.	x		
4.2	This (CL) control unit must be able to adjust pattern, width, (etc.), and be able to communicate with the spreader.	x		
4.3	A direct cable connection from job controller to in-cab CL display unit is required.	x		



	<b>5.0 SAFETY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>5.1</b>	All safety, instructional, pinch point, and hazard decals shall be properly displayed and easy to read.	x		
	<b>6.0 WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1</b>	Manufacturer's standard warranty will apply.	x		
<b>6.2</b>	Please state terms and conditions of warranty with bid proposal.	x		
<b>6.3</b>	Manufacturer's warranty will start with MaineDOT Fleet Services in-service date. MaineDOT will provide vendor with date.	x		
	<b>7.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1</b>	Minimum of two (2) hours of training on-site at a location of the Highway Maintenance facility in Bangor, Maine.	x		
<b>7.2</b>	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	x		
<b>7.3</b>	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. Maine DOT reserves the right to reject any and all bids.	x		
<b>7.4</b>	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be	x		

	considered that the vendor will comply with all specifications as listed.			
7.5	Bidders shall supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site or a standard brochure).	x		
7.6	Vendor shall supply two (2) copies each of the Operators Manual and Parts Manual, one (1) copy of each may be a CD.	x		
7.7	MaineDOT reserves the right to pre-inspect the equipment before delivery.	x		
7.8	All bid pricing will include shipping and delivery to MaineDOT, 219 Hogan Rd, Bangor, ME 04401	x		
7.9	Upon delivery of unit all necessary paper work such as Certificate of Origin (title), dealer's certificate, and billing invoices shall accompany unit if applicable.	x		



## Appendix C

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

**COST RESPONSE**

**RFQ # 17D1810120000000000117**

**Hopper Spreader with a Demount/Stand-Alone System**

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

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

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

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

*Bids missing these required documents may be rejected. All attachments must be smaller than 2MB in size. Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination.*

**All bids must be entered in the Vendor Self Service (VSS).**

Requested Quantity : 1 EA	Comments:
Response Type : Bid	→
Unit Price :	←
Delivery Days :	←

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only. Example: If you bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

## Appendix D

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

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

RFQ # 17D1810120000000000117

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

Instructions:

### Maine Business Analysis

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

### Maine Economic Impact

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

Bidder's Organization Name:	
-----------------------------	--

MAINE BUSINESS ANALYSIS		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

MAINE ECONOMIC IMPACT	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

Appendix E

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION

RFQ # 17D1810120000000000117

**Hopper Spreader with a Demount/Stand-Alone System**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

Name of Company: Allied Equipment, LLC

Address: PO Box 398, Rockwood, Maine 04478

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

Date: October 28, 2018

RFQ # 17D1810120000000000117

Hopper Spreader with a Demount/Stand-Alone System

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

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

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

October 28, 2018  
Dated

Stewart L Sevey  
Printed name of Person Bidding

  
Authorized Signature

President  
Title

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

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

1. **EQUIPMENT**: Schmidt Stratos Spreader, Model B60-36
2. **DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

All claims for warranty must be submitted directly to Allied Equipment, LLC – via phone or email.

3. **EQUIPMENT INFORMATION:**

YEAR: 2019           EQUIPMENT MAKE: Schmidt Stratos

EQUIPMENT MODEL: B60-36

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

Included with Owner Manual

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

Schmidt- AEBI warrants all material and workmanship for a period of 1 full year. Warranty excludes normal wear items, and any damage as a result of misuse of the product

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

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 164 Central Street, Pittsfield, Maine 04967

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Stewart Sevey

TELEPHONE: 603-892-8535

EQUIPMENT PARTS PROVIDER: Allied Equipment, LLC

ADDRESS: PO Box 398, Rockwood, Maine 04478

CONTACT NAME: Stewart Sevey

TELEPHONE: 603-892-8535

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

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

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

October 28, 2018  
Dated

  
\_\_\_\_\_  
Signature

Stewart L Sevey  
Print Name

Allied Equipment, LLC  
Company Name

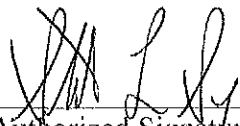
**3.0 SPECIFICATION COMPLIANCE**

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

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

October 28, 2018  
Dated

Stewart Sevey  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

President  
Title



**Hopper Spreader with a Demount/Stand-Alone System**

**MaineDOT TERMS AND CONDITIONS**

**A. AGREEMENT**

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

**B. INDEPENDENT CAPACITY**

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

**C. STATUS REPORTS**

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

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

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

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

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



#### **D. PAYMENT AND OTHER PROVISIONS**

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

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

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

#### **E. WARRANTY**

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

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

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

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

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

#### **F. DAMAGES**

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

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor

or may be recovered by through any lawful means.

#### **G. SET-OFF RIGHTS**

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

#### **H. FORCE MAJEURE**

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

#### **I. INDEMNIFICATION**

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

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

#### **J. DEFAULT, TERMINATION**

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii)

proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismitted, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **K. DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

#### **L. RIGHT TO SUSPEND WORK**

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

#### **M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

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

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

#### **N. CLAIMS AND DISPUTES**

##### **General**

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

##### **Negotiation with MaineDOT's Fleet Representative**

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

##### **Review by Director**

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

##### **Dispute Resolution**

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

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

**O. CONTROLLING LAWS**

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

**Laws to Be Observed**

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

**P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

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

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

**Q. SEVERABILITY**

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

**R. NON-WAIVER**

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



October 28, 2018

State of Maine

Department of Transportation

Augusta, Maine 04330

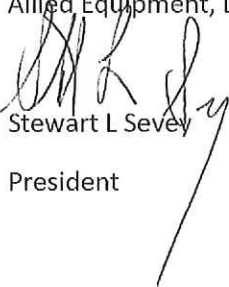
RE: RFQ #17D1810120000000000117

Parts supplied for this RFQ are supplied from our branch located at 164 Central Street, Pittsfield, Maine 04967. We currently have approximately \$20,000.00 in Schmidt Stratos parts in stock.

Service would currently be provided onsite at the Maine DOT facility in Bangor. Service would be provided by Swenson/Schmidt, and Allied Equipment, LLC

Sincerely

Allied Equipment, LLC



Stewart L Sevey

President

**Allied Equipment, LLC**

PO Box 398 Rockwood, Maine USA 04478

[www.alliedequipsales.com](http://www.alliedequipsales.com) phone- 603-892-8535 fax-207-512-1434



**SCHMIDT**

# Stratos

**Road-Smart Combination Spreaders**





# Stratos

## Road-Smart Combination Spreaders

- **Smart:** The new Stratos features an innovative and intelligent control and distribution system to make your snow and ice removal jobs easier.
- **Performance:** Higher efficiency of application, pre-wet and drive systems – an economical addition to your winter fleet.

### Frame & Hopper

The enhanced modular design lets you create individual configurations that are precisely tailored to specific tasks and operating conditions. The stretched, low design contributes to the vehicle's low center of gravity and matched adaptability.

### Mounting

There are two mounting options: mounting frame suitable for storage legs, hook lifts and fix mounted systems; or mounting frame suitable for integrated leg stand. Both systems can be stored with a full hopper and full tanks.

### Delivery Systems

Conveyor belt system: V-shaped, endless conveyor belt running on a guide plate; low-maintenance bearing in drive roller; patented belt relief system; patented integrated lump crusher.

Auger system: Powered hydraulically via gears; rear-mounted hexagon on the shaft; auger cover; low-maintenance bearing with two-stage auger flites; salt screen.

### Distribution Systems

18" premium stainless steel disc can be folded via gas-pressure springs; spread width of 6 ft - 33 ft; optional closed, height-adjustable polyethylene (PE) chute.

Option: 24" (600 mm) Premium Disc with 5-zone mixing system  
Spreading width 9.8 ft - 39.4 ft  
(3 m - 12 m)

Option: 28" (700 mm) Premium Disc with 5-zone mixing system  
Spreading width 13 ft - 46 ft  
(4 m - 14 m)

Option: PremiumPlus spreading disc with mixing chamber system,  
Spreading width 6 ft - 33 ft / 10 ft - 40 ft / 13 ft - 46 ft  
(2 m - 10 m / 3 m - 12 m / 4 m - 14 m)

### Pre-Wet Equipment

Side-mounted brine tanks made of impact-proof polyethylene with level indicator have automatic dry material reduction when the brine supply is switched on. The rear-mounted Storz C-connector features an integrated filter for filling and emptying the tanks, as well as a top filler cap. The brine gear pump has a flow rate of 26 gal/min (100 l/min). Dry running prevention automatically reduces the speed when the pre-wet setting is switched on. The integrated speed reporting sensor provides a high level of accuracy to the system.

### Drive Systems

The spreader is powered by the vehicle's hydraulic system. Rotopower provides an efficient alternative. Other drive options include a conventional wheel drive or a diesel engine.

### Operation

The spreader is operated by one of three ergonomically designed, fully path-dependent control panels in the Schmidt Evolution line:

Option: ThermoLogic provides temperature monitoring via an infrared sensor.

Option: AutoLogic enables automatic spreading with GPS navigation.

Option: SmartWinterCare is our information and management system for spreading operations.

### Safety

Optional equipment: warning light (halogen or LED), red-white marking, CAUTION marking, splash guard for 6.6 ft or 7.2 ft (2,000 mm or 2,200 mm)

### Capacity

Hopper size	5.2 yd <sup>3</sup> / 6.5 yd <sup>3</sup> / 7.8 yd <sup>3</sup> (4.0 / 5.0 / 6.0 m <sup>3</sup> )
Brine tank	634 gal (2,400 l)

### Dimensions & Weights

Hopper length	11.8 ft (3,600 mm)
Length of de-mountable device	13.4 ft / 15.4 ft (4,100 mm / 4,700 mm)
Hopper width	6.6 ft (2,000 mm)
Frame width	6.4 ft (1,950 mm)
Hopper height	4.9 ft - 5.8 ft (1,490 mm - 1,770 mm)
Empty weight (approx.)	2,161 - 2,425 lbs (980 to 1,100 kg)





# STRATOS B60C-36 Features

schmidt@swensonproducts.com  
888-825-7323  
www.schmidt-na.com



DESCRIPTION
<b>HOPPER - 7.8 yd<sup>3</sup> (6.0 m<sup>3</sup>)</b>
STRATOS B60-36, stainless steel
Belt conveyor system (B)
Salt screen, steel 4" x 4" (100 x 100 mm), (for B CS 40K-70K)
Hopper cover, steel, blue (for 40 - 60)
Ladder, stainless steel (standard)
Rear cover, stainless steel
<b>PRE-WET SYSTEM</b>
Pre-wet system, 634 gal. (2,400 L) (for 40 - 60)
Pre-wet system EN 15597-1:min. & max. level switch & scale for liquid level
Pre-wet coupling Camlock 2"
Maximum level switch 4P (part of 171572)
Empty tank warning on control panel with flow sensor
<b>DRIVE SYSTEM</b>
Machine powered by vehicle's hydraulic system (V)
Hydraulic couplings, flat-face leak free, ISO 16028, P=size 2 (M), R=Size 3(M)
<b>CONTROL SYSTEM</b>
Control system Evolution Smart ES, with color touch screen
USB memory stick (for EP and ES)
Cable extension (cabin wall connector) standard version
Control box support, universal version, English language
<b>DISTRIBUTION SYSTEM</b>
Spreading disc 490, spread width 6'7" - 32'10" (2 - 10 m)
Open chute (for 490, 660 and 700)
Rear working lamp, LED, for spreading control, red
Kick back collision protection on spreading disc
<b>DEMOUNT &amp; FIXING</b>
Roll-on/Roll-off (RoRo) demount system for demounting hopper & pre-wet tanks filled up to 13.3 US tons (12 metric tons), side bars required
Side bars with rollers, 4 pcs. for roll-on/roll-off system
<b>OPTIONS</b>
Beacon, 1 pc. with orange LED light
Level indicator and ID plate in gallons and pounds



# STRATOS B60C-36 Features

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DESCRIPTION	
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Pre-wet system, 634 gal. (2,400 L) (for 40 - 60)	
Pre-wet system EN 15597-1:min. & max. level switch & scale for liquid level	
Pre-wet coupling Camlock 2"	
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Hydraulic couplings, flat-face leak free, ISO 16028, P=size 2 (M), R=Size 3(M)	
<b>CONTROL SYSTEM</b>	
Control system Evolution Smart ES, with color touch screen	
USB memory stick (for EP and ES)	
Cable extension (cabin wall connector) standard version	
Control box support, universal version, English language	
<b>DISTRIBUTION SYSTEM</b>	
Spreading disc 490, spread width 6'7" - 32'10" (2 - 10 m)	
Open chute (for 490, 660 and 700)	
Rear working lamp, LED, for spreading control, red	
Kick back collision protection on spreading disc	
<b>DEMOUNT &amp; FIXING</b>	
Roll-on/Roll-off (RoRo) demount system for demounting hopper & pre-wet tanks filled up to 13.3 US tons (12 metric tons), side bars required	
Side bars with rollers, 4 pcs. for roll-on/roll-off system	
<b>OPTIONS</b>	
Beacon, 1 pc. with orange LED light	
Level indicator and ID plate in gallons and pounds	





# Stratos

## Road-Smart Combination Spreaders

- **Smart:** The new Stratos features an innovative and intelligent control and distribution system to make your snow and ice removal jobs easier.
- **Performance:** Higher efficiency of application, pre-wet and drive systems – an economical addition to your winter fleet.

### Frame & Hopper

The enhanced modular design lets you create individual configurations that are precisely tailored to specific tasks and operating conditions. The stretched, low design contributes to the vehicle's low center of gravity and matched adaptability.

### Mounting

There are two mounting options: mounting frame suitable for storage legs, hook lifts and fix mounted systems; or mounting frame suitable for integrated leg stand. Both systems can be stored with a full hopper and full tanks.

### Delivery Systems

Conveyor belt system: V-shaped, endless conveyor belt running on a guide plate; low-maintenance bearing in drive roller; patented belt relief system; patented integrated lump crusher.

Auger system: Powered hydraulically via gears; rear-mounted hexagon on the shaft; auger cover; low-maintenance bearing with two-stage auger flites; salt screen.

### Distribution Systems

18" premium stainless steel disc can be folded via gas-pressure springs; spread width of 6 ft - 33 ft; optional closed, height-adjustable polyethylene (PE) chute.

Option: 24" (600 mm) Premium Disc with 5-zone mixing system  
Spreading width 9.8 ft - 39.4 ft  
(3 m - 12 m)

Option: 28" (700 mm) Premium Disc with 5-zone mixing system  
Spreading width 13 ft - 46 ft  
(4 m - 14 m)

Option: PremiumPlus spreading disc with mixing chamber system,  
Spreading width 6 ft - 33 ft / 10 ft - 40 ft / 13 ft - 46 ft  
(2 m - 10 m / 3 m - 12 m / 4 m - 14 m)

### Pre-Wet Equipment

Side-mounted brine tanks made of impact-proof polyethylene with level indicator have automatic dry material reduction when the brine supply is switched on. The rear-mounted Storz C-connector features an integrated filter for filling and emptying the tanks, as well as a top filler cap. The brine gear pump has a flow rate of 26 gal/min (100 l/min). Dry running prevention automatically reduces the speed when the pre-wet setting is switched on. The integrated speed reporting sensor provides a high level of accuracy to the system.

### Drive Systems

The spreader is powered by the vehicle's hydraulic system. Rotopower provides an efficient alternative. Other drive options include a conventional wheel drive or a diesel engine.

### Operation

The spreader is operated by one of three ergonomically designed, fully path-dependent control panels in the Schmidt Evolution line:

Option: ThermoLogic provides temperature monitoring via an infrared sensor.

Option: AutoLogic enables automatic spreading with GPS navigation.

Option: SmartWinterCare is our information and management system for spreading operations.

### Safety

Optional equipment: warning light (halogen or LED), red-white marking, CAUTION marking, splash guard for 6.6 ft or 7.2 ft (2,000 mm or 2,200 mm)

### Capacity

Hopper size	5.2 yd <sup>3</sup> / 6.5 yd <sup>3</sup> / 7.8 yd <sup>3</sup> (4.0 / 5.0 / 6.0 m <sup>3</sup> )
Brine tank	634 gal (2,400 l)

### Dimensions & Weights

Hopper length	11.8 ft (3,600 mm)
Length of de-mountable device	13.4 ft / 15.4 ft (4,100 mm / 4,700 mm)
Hopper width	6.6 ft (2,000 mm)
Frame width	6.4 ft (1,950 mm)
Hopper height	4.9 ft - 5.8 ft (1,490 mm - 1,770 mm)
Empty weight (approx.)	2,161 - 2,425 lbs (980 to 1,100 kg)

[www.aebi-schmidt.com](http://www.aebi-schmidt.com)

For more information about Schmidt products:

Call 888-825-7323

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ASH Group on YouTube





October 28, 2018

State of Maine

Department of Transportation

Augusta, Maine 04330

RE: RFQ #17D1810120000000000117

Parts supplied for this RFQ are supplied from our branch located at 164 Central Street, Pittsfield, Maine 04967. We currently have approximately \$20,000.00 in Schmidt Stratos parts in stock.

Service would currently be provided onsite at the Maine DOT facility in Bangor. Service would be provided by Swenson/Schmidt, and Allied Equipment, LLC

Sincerely

Allied Equipment, LLC

  
Stewart L Sevey

President

**Allied Equipment, LLC**

PO Box 398 Rockwood, Maine USA 04478

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