

NEW

State of Maine**Master Agreement****Effective Date:** 09/26/19**Expiration Date:** 09/25/21**Master Agreement Description:** Master Agreement for Two Stage Right Hand One Way Plow**Buyer Information**

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

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

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

17D	MOTOR TRANSPORT
17A	TRANSPORTATION

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

VC1000016958

Vendor Name

CIVES CORP

Alias/DBA

DBA VIKING-CIVES

Vendor Address Information

1825 OLD ALABAMA ROAD
SUITE 200
ROSWELL, GA 30076-2258
US

Vendor Contact Information

CINDY LESPERANCE

315-543-2321 ext.

cindyl@vikingcives.com

Commodity Information

Vendor Line #: 1

Vendor Name: CIVES CORP

Commodity Line #: 1

Commodity Code: 76561

Commodity Description: Two Stage Right Hand One Way Plow

Commodity Specifications: As per the specifications attached made part of this Master Agreement

Commodity Extended Description: Two Stage Right Hand One Way Plow

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
90	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Cives Viking	0.0000 %	
	Discount Start Date	Discount End Date
	09/26/19	09/25/21

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
VC1000016958	2654HSE9	VIKING-CIVES			76561	Two Stage Right Hand One Way Plow	as per Quote # 59	ea	\$11,152.35	90
VC1000016958	2654HSE9-INSTALLED	VIKING-CIVES			76561	Two Stage Right Hand One Way Plow-Installed	as per Quote # 59-A	ea	\$11,581.35	90

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

RFQ # 17D19082300000000000055

Two Stage Right Hand One Way Plow

Quotations/Responses Due: 9/13/2019 not later than 4:00 p.m. local time

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

General Instructions on Bidder Questions

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

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

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of 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 on page 12**

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 (Pages 10-11 of this document)**
- **Appendix B: Completed Specification Responses (Pages 12-18 of this document)**
- **Appendix D: Municipality Political Subdivision and School District Participation Certification (Page 20 of this document)**
- **Appendix E: Certifications (Pages 21-23 of this document)**
- **Appendix F: MaineDOT Terms and Conditions (Pages 24-30 of this document)**
- **Detailed 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 and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for two renewal periods of one year each.

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

Period	Start Date	End Date
Initial Period of Performance	10/1/2019	9/30/2021
Renewal Period #1	10/1/2021	9/30/2023
Renewal Period #2	10/1/2023	9/30/2024

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:
<https://www.maine.gov/dafs/bbm/procurementservices/vendors/vendor-self-service-system>
- 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.

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: [Chapter 120](#)). 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:

https://www.maine.gov/dafs/procurementservices/sites/maine.gov.dafs.procurementservices/files/inlin e-files/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:

<https://www.maine.gov/dafs/bbm/procurementservices/forms>

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 §8-509 (1): 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 Two Stage Right Hand One Way plow 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 F.

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 # 17D19082300000000000055

Two Stage Right Hand One Way Plow

INTENT

It is the purpose and intent of these specifications to describe a right hand one way plow with a second stage pneumatically controlled tine assembly. The plow shall be constructed so as to accommodate the tine assembly behind the main moldboard on underside of push frame. Plow and secondary assembly must be designed, constructed and reinforced for heavy duty commercial application. Primary use of the plow is for ice and snow removal on the highway system during the winter season. The plow will be hydraulically raised using the vehicle hydraulic system. The plow and secondary stage assembly must be designed in a manner so that it can be attached to the front of a plow truck. The second stage assembly is powered up/down through air lines connected to remote glad hands on the front of a plow truck, and be designed to raise when vehicle is placed in the reverse gear. The plow and tine assembly must be of the latest manufacturer's model and design, and include all advertised standard features whether asked for or not in these specifications. This unit must meet or exceed all Federal and State laws and regulations.

COMPLETENESS

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

Any part or detail which makes the plow and tine assembly 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 snow plow industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all snow plows 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 or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. 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	
	1.0 MAIN PLOW REQUIREMENT	Abbreviation	Actual Dimension	Notes
1.1	The plow shall be constructed of all steel.			
1.2	Push frame is to be tubular construction: 6” x 6” x ½” boxed main drive angle, with 5’ x 5¼” truss members.			
1.3	11’ long cutting edge attachment for steel or carbide blades shall be standard.			
1.4	Moldboard shall be constructed of 8 gauge brake formed (not rolled) sheet steel, strengthened with eight (8) ½” thick one-piece vertical ribs to provide strength.			
1.5	There shall be mounting brackets at each end of main drive member with slotted holes for mounting and adjusting the push frame shoes. Shoes will be mounted to bracket with two (2) ¾” grade 8 bolts.			
1.6	Two (2) ½” diameter chains are to be used for lifting of the plow by a truck.			

1.7	There shall be a nose shoe bolted to moldboard and cutting edge using four (4) 5/8" diameter bolts.			
1.8	The moldboard shall be held in place with a two-piece adjustment arm. The inner arm shall be constructed of 2" diameter hot rolled steel. This arm will be drilled with seven (7) 11/16" diameter holes for attack angle adjustment.			
1.9	The moldboard shall trip against two (2) adjustable compression spring assemblies. Assemblies shall consist of three (3) 45 degree slotted trip lugs. 1 1/4" diameter threaded rod and nut, pressure plate, and a 5 1/4" x 12 1/4" long compression spring made of 11/16" diameter wire with a minimum of ten (10) coils.			
1.10	The plow shall have an oscillating plate 1" thick with push lugs/ears for attachment to a truck.			
1.11	The cutting edge shall be punched with 11/16" diameter holes to accommodate either single or multiple cutting edges.			
1.12	The moldboard shall be connected to the push frame utilizing the vertical ribs. Where this connection is made, it shall be reinforced with not less than 1/2" thick bosses. 1 1/4" diameter pins shall be used to mate the moldboard to the push frame.			
1.13	All necessary components needed to operate this plow shall be provided, including cab controls.			
	2.0 SECONDARY CUTTING EDGE	Abbreviation	Actual Dimension	Notes
2.1	The secondary cutting edge will be located on the bottom of the push frame, constructed of four (4) structural steel channels for primary support of this secondary unit.			
2.2	The main channel shall support thirty-three (33) spring steel sections, 3 1/2" wide x 3/16" thick.			
2.3	Blade sections shall be 3/4" x 3" x 3 1/2", with a carbide insert.			
2.4	Blade sections shall be constructed of 5160H spring steel.			

2.5	A ¾" thick polyurethane pad shall be located between the main channel and the spring sections.			
2.6	The secondary cutting edge shall be of same angle as primary moldboard 37 degrees.			
2.7	The secondary stage shall be lifted pneumatically with provided by power unit (truck). Life will be achieved by one (1) single-action #24 brake chamber in conjunction with two (2) double-acting 30-30 brake chambers.			
	3.0 MOLDBOARD	Abbreviation	Actual Dimension	Notes
3.1	Moldboard shall have an overall length of 13' feet x 7" long, with not less than 139" at the cutting edge and nose piece.			
3.2	The moldboard shall be 26" high at the intake side and flare outward to 54".			
3.3	The plow shall cut a 9' path at a fixed angle of 37 degrees.			
3.4	The moldboard shall include an integral snow deflector that extends a minimum of 12" fore of the cutting edge.			
3.5	Moldboard shall also include an integral formed channel at the leading edge of the snow deflector to provide rigidity.			
	4.0 PAINT AND FINISH	Abbreviation	Actual Dimension	Notes
4.1	All metal shall be free of rust and mill scale and prepared (blasted) for primer and finish coat.			
4.2	A two-part epoxy primer shall be applied to prepared metal surfaces to the minimum thickness of 3-5 mils dry.			
4.3	Paint shall be applied to a thickness of 5-7 mils dry and shall be Imron 3.5 HG Cat Highway Yellow color (paint code #42-3133). Axalta shall be the preferred brand of paint.			
4.4	All paint and primers shall be lead free.			

	5.0 WARRANTY	Abbreviation	Actual Dimension	Notes
5.1	Manufacturer's standard warranty will apply.			
5.2	Terms and conditions of warranty must be provided with bid proposal.			
5.3	Manufacturer's warranty will start with MDOT in-service date.			
5.4	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).			
5.5	In-Service Date: Warranty on two stage plow (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays) shall be warrantied from the date the equipment is actually placed in service. MDOT Fleet Services Augusta shall notify the vendor in writing of "in service" date.			
5.6	Vendor shall be 100% responsible for all repair costs to include parts, labor during the warranty period.			
	6.0 MANUALS AND SOFTWARE	Abbreviation	Actual Dimension	Notes
6.1	There shall be two (2) operator's manuals per unit.			
6.2	There shall be two (2) shop repair manuals or CDs per unit.			
6.3	There shall be two (2) shop repair manuals or CDs per unit.			
	7.0 TRAINING REQUIREMENTS	Abbreviation	Actual Dimension	Notes
7.1	Training for Maintenance and Operations personnel to be provided by the plow manufacturer, to include a minimum of 1 to 2 hours of training to take place within a State of MaineDOT Region. This training may be videotaped by MaineDOT for future use by MaineDOT trainers.			

7.2	Any and all training must be performed by experienced certified personnel.			
7.3	All manufacturer's training programs being offered, need to be defined in detail and a written proposal of what those programs will entail and submitted with bid packet.			
	8.0 GENERAL REQUIREMENTS	Abbreviation	Actual Dimension	Notes
8.1	All pinch points shall be clearly marked.			
8.2	Equipment must be fully inspected, serviced, fully assembled, and ready to work upon delivery.			
8.3	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.			
8.4	Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the two stage plow which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.			
8.5	All hardware installed shall not obstruct any lubrication points, or interfere with proper operation of the two stage plow.			
8.6	All safety, warning and instructional decals must be properly displayed and appropriate for application.			
8.7	MaineDOT Fleet Services reserves the right to pre-inspect the two stage plow before delivery.			
8.8	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.			

8.9	Equipment offered must comply with applicable Federal and State of Maine laws.			
8.10	Upon delivery of unit or units all necessary paper work such as Certificate of Origin, dealer's certificate and invoices shall accompany unit(s).			
8.11	All bid proposals will include shipping and delivery to: MaineDOT Fleet Services, 66 Industrial Drive, Augusta, ME 04330.			
	9.0 SERVICE REQUIREMENTS	Abbreviation	Actual Dimension	Notes
9.1	MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the Two stage plow will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within 75 miles of each region headquarters: Scarborough, Augusta, Dixfield, Bangor, and Presque Isle.			
9.2	Vendors must provide a list of bidder service center locations.			
	10.0 BID SUBMISSION REQUIREMENT	Abbreviation	Actual Dimension	Notes
10.1	<p>In addition to required information as exhibited in the specifications, the Bidder shall also provide:</p> <ul style="list-style-type: none"> Warranty and extended warranty data for two stage plow and all sub-components. Specifications required on the proposed two stage plow. Failure to supply the required documentation may render the bid non-responsive. 			

Appendix C

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

COST RESPONSE

RFQ # 17D19082300000000000055

Two Stage Right Hand One Way Plow

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.

Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination and include all installation costs (unless asking for item(s) only).

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

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

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

Red arrows indicate the flow of information:

- An arrow points from the **Response Type** dropdown to the **Comments** text area.
- An arrow points from the **Unit Price** input box to the **Comments** text area.
- An arrow points from the **Delivery Days** input box to the **Comments** text area.

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.

All attachments must be smaller than 2MB in size

Appendix D

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

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

RFQ # 17D190823000000000000055

Two Stage Right Hand One Way Plow

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 E

RFQ # 17D190823000000000000055

Two Stage Right Hand One Way Plow

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 F

RFQ # 17D190823000000000000055

Two Stage Right Hand One Way Plow

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.

Name of Company:

Address:

Signature: _____

Date:



Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com

QUOTATION

Quote ID: 59

Page 1 of 1

2012 Factory/Shipper
Catalog

Customer: STATE OF MAINE
RFQ # 17D19082300000000000055

Contact:
Address:

Phone:
Fax:
Attn:

Quote Number: 59

Quote Date: 9/4/2019
Quote valid until: 10/19/2019

For:
Terms: Net 30 days
Salesperson: Manager
FOB: Destination

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	ONE WAY PLOWS, HIGH SPEED COMPRESSION SPRING		
1	S50111 - 2654HSE9 Moldboard (RH) - One Way, Compression Spring	\$0.00	\$0.00
1	S50201 - NOSE PIECE UNIVERSAL ONE WAY RH	\$0.00	\$0.00
1	S52141 - BLADE CARBIDE 12" SABRE 11 FT-PLOW	\$0.00	\$0.00
1	S50505 - Compression Spring One Way Pushframe, 2 stage (includes inner arm)	\$0.00	\$0.00
1	S52410 - 30-1/2" pushlug swivel	\$0.00	\$0.00
1	S50550 - #65 Adj. Pushframe Shoes, Alloy (pair)	\$0.00	\$0.00
1	S50650 - Rubber Deflector -for 9' Moldboard	\$0.00	\$0.00
	NO Installation Included with this quote		
Quote Total:			\$0.00
Discount:			\$0.00
Total Due:			\$11,152.35

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- ◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.



Cives Corporation, dba
Viking Cives (USA)
14331 Mill Street
Harrisville, NY 13648
Phone: (315) 543-2321
Fax: (315) 543-2366
www.vikingcives.com

QUOTATION

Quote ID: 59-A

Page 1 of 1

2012 Factory/Shipper
Catalog

Customer: STATE OF MAINE
RFQ # 17D19082300000000000055

Contact:
Address:

Phone:
Fax:
Attn:

Quote Number: 59-A

Quote Date: 9/4/2019
Quote valid until: 10/19/2019

For:

Terms: Net 30 days

Salesperson: Manager

FOB: Destination

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	ONE WAY PLOWS, HIGH SPEED COMPRESSION SPRING		
1	S50111 - 2654HSE9 Moldboard (RH) - One Way, Compression Spring	\$0.00	\$0.00
1	S50201 - NOSE PIECE UNIVERSAL ONE WAY RH	\$0.00	\$0.00
1	S52141 - BLADE CARBIDE 12" SABRE 11 FT-PLOW	\$0.00	\$0.00
1	S50505 - Compression Spring One Way Pushframe, 2 stage (includes inner arm)	\$0.00	\$0.00
1	S52410 - 30-1/2" pushlug swivel	\$0.00	\$0.00
1	S50550 - #65 Adj. Pushframe Shoes, Alloy (pair)	\$0.00	\$0.00
1	S50650 - Rubber Deflector -for 9' Moldboard	\$0.00	\$0.00
	INSTALLATION of above PLOW INCLUDED		
Quote Total:			\$0.00
Discount:			\$0.00
Total Due:			\$11,581.30

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- ◆ Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- ◆ Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- ◆ Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

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: Cives Corporation dba Viking Cives (USA)		
Chief Executive - Name/Title: Michael Jackson, President		
Tel: 315-543-2321	Fax: 315-543-2366	E-mail: m.jackson@vikingcives.com
Headquarters Street Address: 14331 Mill Street		
Headquarters City/State/Zip: Harrisville, NY 13648		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax: 00	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: Michael Jackson	Title: President
Authorized Signature: 	Date: September 5, 2019

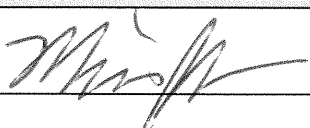
Debarment, Performance, and Non-Collusion Certification

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: Michael Jackson	Title: President
Authorized Signature: 	Date: September 5, 2019

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D19082300000000000055

Two Stage Right Hand One Way Plow

INTENT

It is the purpose and intent of these specifications to describe a right hand one way plow with a second stage pneumatically controlled tine assembly. The plow shall be constructed so as to accommodate the tine assembly behind the main moldboard on underside of push frame. Plow and secondary assembly must be designed, constructed and reinforced for heavy duty commercial application. Primary use of the plow is for ice and snow removal on the highway system during the winter season. The plow will be hydraulically raised using the vehicle hydraulic system. The plow and secondary stage assembly must be designed in a manner so that it can be attached to the front of a plow truck. The second stage assembly is powered up/down through air lines connected to remote glad hands on the front of a plow truck, and be designed to raise when vehicle is placed in the reverse gear. The plow and tine assembly must be of the latest manufacturer's model and design, and include all advertised standard features whether asked for or not in these specifications. This unit must meet or exceed all Federal and State laws and regulations.

COMPLETENESS

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

Any part or detail which makes the plow and tine assembly 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 snow plow industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all snow plows 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 or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. 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	
	1.0 MAIN PLOW REQUIREMENT	Abbreviation	Actual Dimension	Notes
1.1	The plow shall be constructed of all steel.	X		
1.2	Push frame is to be tubular construction: 6” x 6” x ½” boxed main drive angle, with 5’ x 5¼” truss members.			4 x 4 x 3/8 3 x 6 x 3/8
1.3	11’ long cutting edge attachment for steel or carbide blades shall be standard.	X		
1.4	Moldboard shall be constructed of 8 gauge brake formed (not rolled) sheet steel, strengthened with eight (8) ½” thick one-piece vertical ribs to provide strength.	X		
1.5	There shall be mounting brackets at each end of main drive member with slotted holes for mounting and adjusting the push frame shoes. Shoes will be mounted to bracket with two (2) ¾” grade 8 bolts.	X		
1.6	Two (2) ½” diameter chains are to be used for lifting of the plow by a truck.			3/8 chain w/shock springs

1.7	There shall be a nose shoe bolted to moldboard and cutting edge using four (4) 5/8" diameter bolts.			(3) 5/8 bolts
1.8	The moldboard shall be held in place with a two-piece adjustment arm. The inner arm shall be constructed of 2" diameter hot rolled steel. This arm will be drilled with seven (7) 11/16" diameter holes for attack angle adjustment.			(5) adjustment holes
1.9	The moldboard shall trip against two (2) adjustable compression spring assemblies. Assemblies shall consist of three (3) 45 degree slotted trip lugs. 1 1/4" diameter threaded rod and nut, pressure plate, and a 5 1/4" x 12 1/4" long compression spring made of 11/16" diameter wire with a minimum of ten (10) coils.	X		
1.10	The plow shall have an oscillating plate 1" thick with push lugs/ears for attachment to a truck.			3/4 thick
1.11	The cutting edge shall be punched with 11/16" diameter holes to accommodate either single or multiple cutting edges.	X		
1.12	The moldboard shall be connected to the push frame utilizing the vertical ribs. Where this connection is made, it shall be reinforced with not less than 1/2" thick bosses. 1 1/4" diameter pins shall be used to mate the moldboard to the push frame.	X		
1.13	All necessary components needed to operate this plow shall be provided, including cab controls.	X		
2.0 SECONDARY CUTTING EDGE				
2.1	The secondary cutting edge will be located on the bottom of the push frame, constructed of four (4) structural steel channels for primary support of this secondary unit.	X		
2.2	The main channel shall support thirty-three (33) spring steel sections, 3 1/2" wide x 3/16" thick.	X		
2.3	Blade sections shall be 3/4" x 3" x 3 1/2", with a carbide insert.	X		
2.4	Blade sections shall be constructed of 5160H spring steel.	X		

2.5	A ¾" thick polyurethane pad shall be located between the main channel and the spring sections.	X		
2.6	The secondary cutting edge shall be of same angle as primary moldboard 37 degrees.	X		
2.7	The secondary stage shall be lifted pneumatically with provided by power unit (truck). Life will be achieved by one (1) single-action #24 brake chamber in conjunction with two (2) double-acting 30-30 brake chambers.	X		
	3.0 MOLDBOARD	Abbreviation	Actual Dimension	Notes
3.1	Moldboard shall have an overall length of 13' feet x 7" long, with not less than 139" at the cutting edge and nose piece.	X		
3.2	The moldboard shall be 26" high at the intake side and flare outward to 54".	X		
3.3	The plow shall cut a 9' path at a fixed angle of 37 degrees.	X		
3.4	The moldboard shall include an integral snow deflector that extends a minimum of 12" fore of the cutting edge.	X		
3.5	Moldboard shall also include an integral formed channel at the leading edge of the snow deflector to provide rigidity.	X		
	4.0 PAINT AND FINISH	Abbreviation	Actual Dimension	Notes
4.1	All metal shall be free of rust and mill scale and prepared (blasted) for primer and finish coat.	X		
4.2	A two-part epoxy primer shall be applied to prepared metal surfaces to the minimum thickness of 3-5 mils dry.	X		
4.3	Paint shall be applied to a thickness of 5-7 mils dry and shall be Imron 3.5 HG Cat Highway Yellow color (paint code #42-3133). Axalta shall be the preferred brand of paint.	X		
4.4	All paint and primers shall be lead free.	X		

	5.0 WARRANTY	Abbreviation	Actual Dimension	Notes
5.1	Manufacturer's standard warranty will apply.	X		
5.2	Terms and conditions of warranty must be provided with bid proposal.	X		
5.3	Manufacturer's warranty will start with MDOT in-service date.	X		
5.4	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
5.5	In-Service Date: Warranty on two stage plow (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays) shall be warrantied from the date the equipment is actually placed in service. MDOT Fleet Services Augusta shall notify the vendor in writing of "in service" date.	X		
5.6	Vendor shall be 100% responsible for all repair costs to include parts, labor during the warranty period.	X		
	6.0 MANUALS AND SOFTWARE	Abbreviation	Actual Dimension	Notes
6.1	There shall be two (2) operator's manuals per unit.	X		
6.2	There shall be two (2) shop repair manuals or CDs per unit.	X		
6.3	There shall be two (2) shop repair manuals or CDs per unit.	X		
	7.0 TRAINING REQUIREMENTS	Abbreviation	Actual Dimension	Notes
7.1	Training for Maintenance and Operations personnel to be provided by the plow manufacturer, to include a minimum of 1 to 2 hours of training to take place within a State of MaineDOT Region. This training may be videotaped by MaineDOT for future use by MaineDOT trainers.	X		

7.2	Any and all training must be performed by experienced certified personnel.	X		
7.3	All manufacturer's training programs being offered, need to be defined in detail and a written proposal of what those programs will entail and submitted with bid packet.	X		
	8.0 GENERAL REQUIREMENTS	Abbreviation	Actual Dimension	Notes
8.1	All pinch points shall be clearly marked.	X		
8.2	Equipment must be fully inspected, serviced, fully assembled, and ready to work upon delivery.	X		
8.3	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		
8.4	Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the two stage plow which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.	X		
8.5	All hardware installed shall not obstruct any lubrication points, or interfere with proper operation of the two stage plow.	X		
8.6	All safety, warning and instructional decals must be properly displayed and appropriate for application.	X		
8.7	MaineDOT Fleet Services reserves the right to pre-inspect the two stage plow before delivery.	X		
8.8	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.	X		

8.9	Equipment offered must comply with applicable Federal and State of Maine laws.	X		
8.10	Upon delivery of unit or units all necessary paper work such as Certificate of Origin, dealer's certificate and invoices shall accompany unit(s).	X		
8.11	All bid proposals will include shipping and delivery to: MaineDOT Fleet Services, 66 Industrial Drive, Augusta, ME 04330.	X		
	9.0 SERVICE REQUIREMENTS	Abbreviation	Actual Dimension	Notes
9.1	MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the Two stage plow will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within 75 miles of each region headquarters: Scarborough, Augusta, Dixfield, Bangor, and Presque Isle.			Service Location: Lewiston Presque Isle – 265 miles Bangor – 100 miles Road Service Available
9.2	Vendors must provide a list of bidder service center locations.	X		
	10.0 BID SUBMISSION REQUIREMENT	Abbreviation	Actual Dimension	Notes
10.1	In addition to required information as exhibited in the specifications, the Bidder shall also provide: <ul style="list-style-type: none"> Warranty and extended warranty data for two stage plow and all sub-components. Specifications required on the proposed two stage plow. Failure to supply the required documentation may render the bid non-responsive. 	X		

Appendix D

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

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

RFQ # 17D19082300000000000055

Two Stage Right Hand One Way Plow

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?

X Yes

Yes, with conditions as follows:

No

Name of Company: Cives Corporation dba Viking Cives(USA)

Address: 14331 Mill Street, Harrisville, NY 13648

Signature: _____



Date: September 5, 2019

Appendix E

RFQ # 17D190823000000000000055

Two Stage Right Hand One Way Plow

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

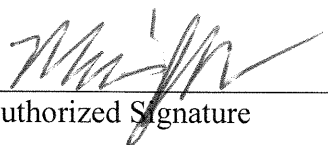
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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.

September 5, 2019

Dated

Michael Jackson
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:

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)

Contact Viking Cives, request an RMA, Return Defective part(s) with RMA, parts will be returned to Manufacturer for inspection, when Manufacturer authorizes credit Viking Cives will credit customers account

3. EQUIPMENT INFORMATION:

YEAR: 2019 EQUIPMENT MAKE: Viking

EQUIPMENT MODEL: 2654HSE9 RH 2-Stage One Way Plow

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

None

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

12 Months – Viking Warranty Certificate attached

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: 2085 Lisbon Road, Lewiston, ME 04240

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Ed Drake

TELEPHONE: 207-240-2573

EQUIPMENT PARTS PROVIDER: Viking Cives of Maine

ADDRESS: 2085 Lisbon Road, Lewiston, ME 04240

CONTACT NAME: Ed Drake

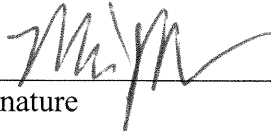
TELEPHONE: 207-240-2573

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.

September 5, 2019
Dated



Signature

Michael Jackson
Print Name

Cives Corporation dba Viking Cives (USA)
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.

September 5, 2019
Dated

Michael Jackson
Printed name of Person Bidding



Authorized Signature

President
Title

Appendix F

RFQ # 17D19082300000000000055

Two Stage Right Hand One Way Plow

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

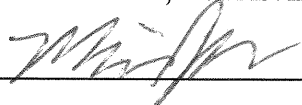
The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

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.

Name of Company: Cives Corporation dba Viking Cives (USA)

Address: 14331 Mill Street, Harrisville, NY 13648

Signature:  _____

Date: September 5, 2019

Moldboard Specifications

The moldboard shall be 13'-11" long overall and not less than 137" at the cutting edge and nose piece. The moldboard shall be 26" high at the intake side and flare outward to 54". It shall cut a 9' path at a fixed angle of 37°, and shall include an integral snow deflector that extends a minimum of 12" fore of the cutting edge. The moldboard shall be brake formed (not rolled) from not less than 8 gauge H.R.M.S. sheet. It shall include an integral formed channel at the leading top edge of the snow deflector, so to provide rigidity.

The moldboard shall be supported by not less than (8) 1/2" thick vertical ribs, (6) of which serve as pushframe connection points. Holes for pin connections shall be reinforced with not less than 1/2" thick bosses.

Additional moldboard support shall be provided by a lower horizontal member from not less than 5" x 3-1/2" x 3/4" structural angle, which includes a minimum of (9) triangular shaped gussets. This angle shall also serve as the cutting edge attachment member, and shall be punched with 11/16" diameter holes to AASHTO standards, so to accommodate either single or multiple cutting edges.

Fabricated nose piece

The replaceable nose piece shall be fabricated from 1/2" plate steel. The nose piece shall attach to the intake side of the moldboard and be in line with the cutting edge. The nose piece shall be fastened to the moldboard with 5/8" grade 8 bolts and locknuts.

30 1/2" Swivel Specifications

The rear of the plow drive frame shall be fitted with a swivel bar. It shall oscillate about a 1-1/2" grade 5 bolt allowing the plow to follow the contour of the plowing surface. It shall consist of a 3/4" thick horizontal plate equipped with two (2) drive ears fabricated from 1-1/4" thick plate on 30-1/2" centers, which include 1-5/16" diameter drive pin holes. The drive ears are constructed to pin to corresponding attaching lugs at the bottom of a truck mounted attachment hitch.

Rubber Deflector Specifications (9ft)

Snow deflector shall be made of 3/8" x 12" x 138" rubber, and shall be held in place with an 8GA steel retaining strap and no less than 3/8" grade 5 hex head bolts and locknuts.

65# Pushframe Shoe Specification (Alloy)

Pushframe shoes shall be alloy, have 70 square inches of bearing surface and have a Brinell hardness of 550. Pushframe shoes shall be secured with (2) 3/4" grade 5 square bolts and grade 8 locknuts.

Sabre Blades

Two 48" Sabre blades and one 36" Sabre blade shall be used.

Compression Spring Oneway Pushframe

The oneway pushframe shall have a main drive member of 4" x 4" x 3/8" square structural tube. The truss members connecting the drive angle to the rear plate shall be 6" x 6" x 3/8" wall rectangular structural steel tubing. The rear mounting plate shall be made from 1" steel plate. There shall be mounting brackets at each end of the main drive member with slotted holes

for mounting and adjusting the pushframe shoe brackets with (2) 3/4" grade 8 bolts. Welded to the front of the drive tube there shall be (3) 47° slotted hinge lugs made from 1" steel pl

The pushframe shall be connected to the moldboard using 1-1/4" grade 5 bolts at the (3) slotted hinge lugs.

The pushframe shall have a tine assembly that pivots about a separate hole in the mounting brackets that are used to attach to the moldboard. The tine assembly shall be operated using three brake pots that pull the tines off the ground and also force them down. The individual tines shall be bolted to a 3-1/2 x 2-1/2 x 1/4 rectangular structural tube with a urethane pad in between using 1/2" grade 8 bolts. Each tine shall have its own carbide blade bolted to it, using two 1/2" grade 8 bolts. Additionally, these tines shall be tied together using 3/16" wire rope across the back side of the tines.

The moldboard shall be held in place with a telescopic adjusting arm. The Moldboard shall trip against (2) compression spring assemblies at the slotted hinge lugs. The (2) compression spring assemblies shall consist of: sliding weldment, 1-1/4" dia threaded rod and nut for spring pressure adjustment, spring pressure plate, and a 5-1/4" x 14" long compression spring from 11/16" diameter wire with ten (10) coils.

VIKING-CIVES (USA)

HARRISVILLE, NEW YORK 13648

TELEPHONE (315) 543-2321

***** LIMITED WARRANTY*****

VIKING-CIVES (USA) warrants products of its manufacture against defects in workmanship and material for a period of one year from date of shipment to customer; and in consequence of this warranty, any component part or parts of such products proving defective within the above specified time will be repaired or replaced F.O.B. factory, providing such parts are returned, transportation prepaid, to the factory and found defective by **VIKING-CIVES (USA)**. This warranty will not apply to any product which shall have been repaired or altered outside of the **VIKING-CIVES (USA)** factory in any way so as, in **VIKING-CIVES (USA)** sole judgement, to affect its stability or reliability, nor which has been subjected to misuse, negligence or accident.

The obligations of **VIKING-CIVES (USA)** under this limited warranty are limited to the replacement of defective parts as set forth above; such obligations are exclusive and in lieu of all other remedies, warranties, guarantees or liabilities, express or implied, with respect to each product delivered hereunder, arising by law or otherwise (including without limitation any obligation or liability of **VIKING-CIVES (USA)**, arising from negligence or with respect to fitness for a particular purpose, merchantability, loss or use, revenue, or profit, or any incidental, indirect, special or consequential damages or injuries, even if **VIKING-CIVES (USA)** has been advised of the possibility of such damages or injuries; and all other remedies, warranties, guarantees, or liabilities are hereby expressly excluded and disclaimed. This limited warranty shall not be extended, altered, or varied except by a written instrument signed by **VIKING-CIVES (USA)**.

VIKING-CIVES (USA) assumes no responsibility for engines, electrical equipment, or any other equipment and accessories not manufactured by **VIKING-CIVES (USA)**.