

MA 18P 2109200000000000022
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/21/21

Expiration Date: 12/31/24

Master Agreement Description: Four (4) Ton Trailer Mounted Asphalt Dumping Recyclr/Hot Box

Buyer Information

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

Issuer Information

Darlyne Perry 207-624-8263 ext. DARLYNE.PERRY@MAINE.GOV

Requestor Information

Angela Young 207-624-3520 ext. angela.j.young@maine.gov

Agreement Reporting Categories

Reason For Modification: Extend though 2024.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000036943

Vendor Name

HOWARD P FAIRFIELD INC

Alias/DBA

Vendor Address Information

9 GREEN ST

SKOWHEGAN, ME 04976

US

Vendor Contact Information

Dan Matchett
207-474-9836 ext.
danmatchett@hpfairfield.com

Commodity Information

Vendor Line #: 1

Vendor Name: HOWARD P FAIRFIELD INC

Commodity Line #: 1

Commodity Code: 07060

Commodity Description: Trailers, Dump, Bottom Dump Type

Commodity Specifications:

Commodity Extended Description: Four (4) Ton Trailer Mounted Asphalt Dumping Recycler/Hot Box.

| | | |
|---------------------------------------|--|--------------------------------------|
| Quantity 0.00000 | UOM | Unit Price 0.000000 |
| Delivery Days 45 | Free On Board | |
| Contract Amount 0.00 | Service Start Date | Service End Date |
| Catalog Name HotBox Trailer | Discount 0.0000 % | |
| | Discount Start Date 09/21/21 | Discount End Date 12/31/24 |

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 12/6/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

HOWARD P FAIRFIELD INC

DocuSigned by:
Dan Matchett 12/4/2023
0051D3714C5E450...

Signature Date

Dan Matchette, Territory Sales Manager

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
111 Sewall Street, 9 State House Station
Augusta, Maine 04333-0009
Tel. (207) 624-7340

Contract Number
MA 210920*022

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Four (4) Ton Trailer Mounted Asphalt Dumping Recyclr/Hot Box

Contractor: Howard P Fairfield INC

Mater Agreement Competitive Bid RFQ: 17D 210721-015

Contract Period Extended Through: December 31, 2024

Extended Contract Pricing: Extended with manufacture price increases to start on January 1, 2024. All orders placed through December 31, 2023 will be at current pricing. Vendor will deliver items at the contracted price when the order was placed.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 1,200,000

Agreement to extend Master Agreement 18P – 2109200000000000022 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

David Morris, Acting Chief Procurement Officer

Date 12/6/2023

and

Howard P Fairfield INC

DocuSigned by:
Dan Matchett
0051D3714C5E450...

Dan Matchett, Territory Sales Manager

Date 12/4/2023

RIDERS

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply) |
| <input checked="" type="checkbox"/> | Rider A – Use MA Information and/or Specifications |
| <input checked="" type="checkbox"/> | Rider B – Terms and Conditions |
| <input type="checkbox"/> | Rider C - Exceptions |
| <input checked="" type="checkbox"/> | Bid Cover Page and Debarment Form – Appendix A from RFQ |
| <input checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ |
| <input checked="" type="checkbox"/> | MaineDOT Certifications – Appendix E from RFQ |
| <input checked="" type="checkbox"/> | MaineDOT Terms & Conditions – Appendix F from RFQ |

RIDER A
Scope of Work and/or Specifications
MA 210920-022

Commodity: Four (4) Ton Trailer Mounted Asphalt Dumping Recyclr/Hot Box

Master Agreement Competitive Bid RFQ: RFQ 17D 210721-015

Contract Period: Through September 30, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

First extension through December 31, 2024.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Steve Holston **Tel:** 207-468-8453 **Email:** steveholston@hpfairfield.com

Bid Prices: Bid Prices will be 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.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

The State reserves the right to add accessories for the awarded item(s), other similar items, or commodities to the MA if it’s in the State’s best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

Using Departments/Agencies: MaineDOT is the requesting department however all State of Maine Agencies will be permitted to use the resulting Master Agreement Contract.

Delivery Location: All units ordered by MaineDOT will be delivered to 66 Industrial Dr., Augusta Maine. Orders from other State of Maine Agencies may require delivery be made statewide.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

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.

It is understood that all specifications are minimums. Equivalent bid specifications may be considered. To have an "Equivalent Bid Specification" evaluated, the bidder must provide specifications and details for all specifications bid as "Equivalent Bid Specification." Bids missing this information may be rejected.

The following abbreviations must be used:

| | |
|-----|------------------------------|
| X | Standard or as specified |
| N/A | Not Available |
| DI | Dealer Installed |
| EQ | Equivalent Bid Specification |

| 1.0 HOPPER CAPACITY | | Abbreviation | Actual Dimension | Notes |
|-------------------------|--|--------------|------------------|-------|
| 1.1 | Shall be four (4) tons capacity | X | | |
| 1.2 | Maximum of 75" overall hopper height. A low profile design to minimize the distance the operator must reach to open the loading doors. | X | | |
| 2.0 HOPPER CONSTRUCTION | | Abbreviation | Actual Dimension | Notes |
| 2.1 | Hopper shall be designed with triple wall construction with three (3) parallel walls (inner, middle and outer). | X | | |
| 2.2 | Hopper floor and all four (4) hopper walls shall be heated. | X | | |
| 2.3 | Hopper shall be heated by an air-jacket below the hopper floor and between the inner and middle hopper walls. | X | | |

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| 2.4 | All walls shall be of one-piece, seamless steel construction. | X | | |
| 2.5 | Front and side hopper walls shall be parallel and angled (inner, middle and outer). | X | | |
| 2.6 | The tops of all three (3) steel layers of the front and rear hopper walls shall be angled to create a minimum of 2" slope. | X | | |
| 2.7 | Complete area between middle and outer walls shall be filled with density insulation . | X | | |
| 2.8 | Top of hopper walls shall be secured to one another with capping channel style or approved equal. | X | | |
| 2.9 | Conspicuity tape shall be applied to trailer per FMCSA requirements. | X | | |
| 2.10 | Hopper shall be designed to dump/tilt up to a minimum of 40° degrees. | X | | |
| 2.11 | The dump/tilt system shall be a 12-volt electric over hydraulic system. | X | | |
| 2.12 | Solvent tank shall be constructed of minimum 12-gauge steel and have a liquid capacity of minimum eight (8) gallons. | X | | |
| 2.13 | Solvent tank shall be large enough to hold two (2) shovels and have a splash-resistant curtain, tank cover and drain plug for easy cleaning. | X | | |
| | 3.0 BURNER BOX | Abbreviation | Actual Dimension | Notes |
| 3.1 | All direct heat components shall be designed using a stainless-steel construction. | X | | |
| 3.2 | Propane heat system and burner shall be designed to continuously operate while the equipment is in tow without the flame | X | | |

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| | blowing out or damaging burner components. | | | |
| 3.3 | The asphalt recycler and hot box shall be designed with an air-jacketed type hopper with no moving parts. | X | | |
| | | | | |
| | 4.0 HOPPER FLOOR | Abbreviation | Actual Dimension | Notes |
| 4.1 | Hopper floor shall be constructed of minimum single piece of ¼" plate steel. | X | | |
| 4.2 | Hopper floor shall extend from the base of the front hopper wall and extends beyond the back wall a minimum of 12". | X | | |
| 4.3 | Hopper floor shall be a height of approximately 28" off the ground. | X | | |
| 4.4 | Hopper floor shall be free of any steel wall or divider that partitions the hopper into compartments. | X | | |
| | | | | |
| | 5.0 HOPPER HEAT DUCT | Abbreviation | Actual Dimension | Notes |
| 5.1 | Heat exchange box shall be constructed of minimum 10-gauge steel with a continuous weld. | X | | |
| 5.2 | Heat box shall have a vertical and horizontal flue to direct heat in the chambers from side to side and front to back. | X | | |
| | | | | |
| | 6.0 HOPPER TOP LOADING DOORS | Abbreviation | Actual Dimension | Notes |
| 6.1 | Steel loading doors shall be framed with square tubing with angle iron reinforced cross members. | X | | |
| 6.2 | Area inside loading doors shall be completely filled with insulation. | X | | |
| 6.3 | Hopper loading doors shall be hinged to the hopper corners with bolt-on, greaseable 2-bolt pillow block bearings. | X | | |

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| 6.4 | Doors shall open with manually retractable handles with little effect, accessible from ground level. | X | | |
| 6.5 | Doors shall secure with positive safety locks in the open position. | X | | |
| 6.6 | Loading door handles shall be held in position during transport with positive safety locks. | X | | |
| | 7.0 HOPPER REAR UNLOADING DOOR | Abbreviation | Actual Dimension | Notes |
| 7.1 | Rear hopper wall shall include a single, fully insulated, guillotine-style, unloading door. | X | | |
| 7.2 | Unloading door opening dimensions shall be a minimum of 16" high and 33" wide. | X | | |
| 7.3 | Unloading door shall be vertical metal track design with double action linkage. | X | | |
| 7.4 | Rear unloading door opening handle shall be designed to not expose the operator to heated asphalt when opening the unloading door. | X | | |
| 7.5 | The door shall be able to be removable using no specialty designed tools and be removable with little effort. | X | | |
| | 8.0 PROPANE HOPPER HEAT SYSTEM | Abbreviation | Actual Dimension | Notes |
| 8.1 | Hopper shall be heated by a stainless-steel minimum 100,000 BTU liquid propane burner. | X | | |
| 8.2 | Removable bottom drop box with inspection cover. | X | | |
| 8.3 | Shall come with two (2) filled 100-pound tanks, the brackets and mounts for holding the two (2) 100-pound propane cylinders with lockable valve cover. Tanks shall be held in by straps or covered chain. | X | | |

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| 8.4 | The propane burner shall draw fuel from both propane cylinder tanks at the same time. | X | | |
| 8.5 | Equipment shall be designed to allow the burner to run while in tow without the flame blowing out or damaging burner components. | X | | |
| 8.6 | The heat system shall be designed with a propane high-low system to maximize fuel efficiency. | X | | |
| 8.7 | A 24-hour timer shall be installed on the hopper that can be programmed to start the hopper burner(s) at a pre-set time. | X | | |
| 8.8 | One 550 CCA minimum, 12-volt Glass Mat deep cell battery mounted in a battery box with cover on the trailer. | X | | |
| 8.9 | Unit shall have a built-in 12-volt marine style battery charger, (with a volt meter and a charge level meter) installed inside electrical enclosure or an area not exposed to the elements. | X | | |
| 8.10 | The battery charger shall be hard wired to the unit's battery. | X | | |
| 8.11 | Shall have a battery shut-off switch located inside the battery box and labeled on the outside of the battery box. | X | | |
| | 9.0 CONTROLS | Abbreviation | Actual Dimension | Notes |
| 9.1 | Controls shall be mounted in NEMA-3 rated lockable electrical enclosure which shall be located on the right rear of the unit (on the curb side). | X | | |
| 9.2 | Maximum skin temperature of 300° for hot mix, 100° for cold mix. | X | | |

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| 9.3 | Temperature control system shall automatically reduce skin temperature to 300° maximum after material has been reclaimed. | X | | |
| 9.4 | Unit shall be able to reclaim material at minus -10° F. | X | | |
| 9.5 | Unit shall have a gas shut-off valve controlled by an electronic ignition module with a direct spark electrode and flame-sensing probe that automatically shuts down the gas valve 100% if no flame is detected within twelve (12) seconds. | X | | |
| 9.6 | The unit shall also have an easily accessible manual, external emergency gas shut-off valve. | X | | |
| 9.7 | The external emergency shut-off valve shall be red in color and properly decaled. | X | | |
| 9.8 | Burner shall turn on/off with individual toggle switches. | X | | |
| 9.9 | All switches shall be properly labeled. | X | | |
| 9.10 | Operating instructions sticker shall be displayed inside of electrical enclosure. | X | | |
| 9.11 | Hour meter. | X | | |
| | 10.0 PAINT & FINISH | Abbreviation | Actual Dimension | Notes |
| 10.1 | Paint color shall be Construction Orange. | X | | |
| 10.2 | Entire unit shall be sandblasted prior to painting. | X | | |
| 10.3 | All metal shall be free of rust and mill scale and properly prepared for primer and finish paint coat. | X | | |
| 10.4 | Unit shall be painted with lead-free primer and paint. | X | | |

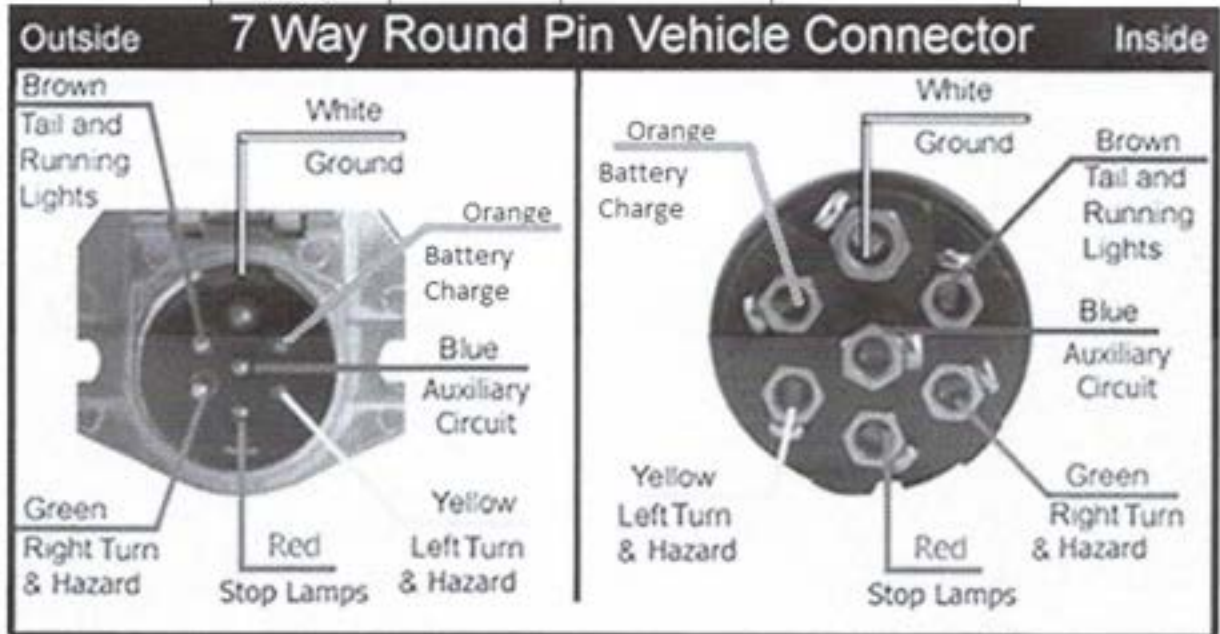
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|-------------|---|---|--|--|
| 10.5 | A two (2) part epoxy primer (or approved equal) shall be applied to prepared metal surfaces to the minimum thickness of 3-5 mils dry. | X | | |
| | | | | |
| 10.6 | Paint shall be applied to a thickness of 5-7 mils dry. | X | | |
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| | 11.0 TRAILER CONSTRUCTION | Abbreviation | Actual Dimension | Notes |
|--------------|--|---------------------|-------------------------|--------------|
| 11.1 | Trailer shall be constructed of minimum of 2" x 6" x 3/16" structural rectangular tubing with adequate structural steel, with all necessary reinforcements and gussets, and with heavy-duty nose plates. | X | | |
| 11.2 | Trailer shall include a minimum of three cross members and a center support beam. | X | | |
| 11.3 | Dual axles shall have 7,000 pound capacity each with leaf springs. GVWR shall be a minimum of 14,000 pounds. | X | | |
| 11.4 | Tires shall be minimum ST235/80R 16" tires on 8-bolt solid steel wheels commercial tires, rims shall be solid 8-bolt pattern (or approved equal). | X | | |
| 11.5 | Unit shall come with a spare tire and wheel assembly of the same type and size that is on the trailer. | X | | |
| 11.6 | Unit shall be equipped with a pintle eye with the dimensions of 3" I.D. with a 1 5/8 Section draw bar. | X | | |
| 11.7 | Shall be designed for proper alignment for a tow vehicle with a pintle height between (25" to 33" high). | X | | |
| 11.8 | Two (2) high tensile 3/8" Grade-80 (minimum) OSHA safety chains with slip hooks and safety latches. | X | | |
| 11.9 | The tongue shall be of sufficient length to accommodate dump body overhang, including an apron. | X | | |
| 11.10 | 10,000 lb. nose leveling jack adequate to operate under fully loaded conditions. | X | | |

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| 11.11 | Electric brakes on all wheel positions shall be provided, as well as an electronically operated safety break-away mechanism. | X | | |
| 11.12 | Fenders shall be fabricated of minimum 12-gauge steel with backing plate. Full length and fully supported to prevent cracking. | X | | |
| 11.13 | Non-skid surfaces on all stepping areas. | X | | |
| 11.14 | Trailer shall comply with all State and Federal DOT/FMCSA requirements. | X | | |
| 11.15 | A non-slip hopper access platform constructed and welded to the frame near the front hopper wall allowing the operator to stand fully upright to view the entire hopper contents. | X | | |
| 11.16 | Reinforcement gussets continuously welded to the top and bottom of the frame at the two (2) front bends and the front where the side rails connect to the hitch post. | X | | |
| 11.17 | Conspicuity tape shall be applied to trailer per FMCSA requirements. | X | | |
| 11.18 | All pinch point and danger areas shall be clearly marked. | X | | |
| | 12.0 TRAILER LIGHTING | Abbreviation | Actual Dimension | Notes |
| 12.1 | Four (4) LED stop/tail/turn lights. | X | | |
| 12.2 | Four (4) LED marker lights shall be mounted on corners of hopper. | X | | |
| 12.3 | One (1) ICC light bar mounted on rear of hopper. | X | | |
| | 13.0 TRAILER WIRING | Abbreviation | Actual Dimension | Notes |
| 13.1 | Taillights, marker lights, amber hazard lights, stop and turn lights shall be LED, also included shall be a license plate light and | X | | |

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| <p>bracket (amber strobes to be mounted high on machine). Shown below is a seven (7) pin schematic to which the trailer wiring shall comply. Wiring shall meet DOT and ICC regulations where applicable (trailers 14,000+ GVW).</p> | <p>X</p> | | |
|---|----------|--|--|

| | Code # | Marking | Color Code |
|--|--------|---------|------------|
| Ground | 1 | W | White |
| Battery Charge | 2 | BK | Orange |
| Left Turn & Hazard Signal | 3 | Y | Yellow |
| Stop Lamps & Anti-Lock Devices | 4 | R | Red |
| Right Turn Signal & Hazard Signal | 5 | G | Green |
| Tail, Rear Clearance Marker, & Plate Lamps | 6 | BR | Brown |
| Auxiliary Circuit | 7 | BL | Blue |



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| <p>13.2</p> | <p>All wiring shall be run in conduit terminating in a weatherproof junction box mounted on the front of the trailer.</p> | <p>X</p> | | |
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| | | | | |
| 13.3 | Truck to trailer umbilical cord beginning at the junction box and terminating in a round seven-pin connector for the truck hook up. | X | | |
| 13.4 | All exterior trailer wiring shall be professionally installed and run in suitable weather-resistant loom or conduit (professionally secured) which shall terminate in a weatherproof junction box on the tongue of the trailer. | X | | |
| 13.5 | All wire splices/connectors (if applicable) shall be shrink tube barrel type or soldered and shall be sealed with weatherproof automotive type shrink tubing, Scotch lock type (wire piercing) connectors are not acceptable in any application. | X | | |
| 13.6 | All wiring and enclosures shall be NEMA-3 rated. | X | | |
| 13.7 | All wiring shall be external to the hopper walls and well protected. | X | | |
| | 14.0 TRAILER DIMENSIONS | Abbreviation | Actual Dimension | Notes |
| 14.1 | Overall trailer length shall not exceed 14.5 feet. | X | | |
| | 15.0 WARRANTY | Abbreviation | Actual Dimension | Notes |
| 15.1 | A description of the manufacturer's standard warranty that applies to the product shall be provided. | X | | |
| 15.2 | Terms and conditions of warranty shall be provided with bid proposal, (Warranty must be clearly defined and all components covered shall be clearly listed and identified). | X | | |
| 15.3 | Manufacturer's warranty will start with MaineDOT in-service date. | X | | |
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| 15.4 | In-Service Date: Warranty (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays) shall be warranted from the date the units are actually placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of "in-service" date. | X | | |
| 15.5 | During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and or all warranty "in house" to meet operational needs or demands with the pre-authorization of the vendor. Fleet Services will recover all parts and labor costs as allowed by manufacturer's flat rate manual. O.E.M. parts may be supplied at no cost by the manufacturer, and or dealer, or may be purchased by Fleet Services on the open market to meet operational demands. Any and all defective parts shall be returned to the manufacturer or dealer upon request. | X | | |
| 15.6 | Vendor shall be 100% responsible for all repair costs to include parts, and labor during the warranty period. | X | | |
| 16.0 GENERAL | | Abbreviation | Actual Dimension | Notes |
| 16.1 | Two (2) operator's manuals shall be supplied (CD's are acceptable) per unit. | X | | |
| 16.2 | Two (2) complete service manuals shall be supplied (CD's are acceptable) per unit. | X | | |
| 16.3 | Two (2) complete parts manuals shall be supplied (CD's are acceptable) per unit. | X | | |
| 16.4 | A minimum of two (2) hours of training on-site at several of the Department's main facility locations of choice shall be provided. | X | | |
| 16.5 | Equipment shall be fully inspected, serviced, fully assembled, and ready to operate upon delivery. | X | | |

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| 16.6 | 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 by MaineDOT. | X | | |
| 16.7 | Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids. | X | | |
| 16.8 | All hardware installed shall not obstruct any lubrication points. In addition all components and systems shall be easily accessible to the operator. | X | | |
| 16.9 | All safety, warning, and instructional decals shall be properly displayed and appropriate for the trailer's application. | X | | |
| 16.10 | MaineDOT Fleet Services reserves the right to pre-inspect the equipment before delivery. | X | | |
| 16.11 | 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 | | |
| 16.12 | Equipment offered shall comply with all applicable Federal and State of Maine laws. | X | | |
| 16.13 | Upon delivery of unit or units all necessary paperwork such as (Certificate of Origin, dealer's certificate, manuals, and invoices) shall accompany unit(s) | X | | |
| | | | | |

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| 16.14 | Equipment delivered that does not meet these specifications, as determined by the solicitor, will be rejected. | X | | |
| 16.15 | All bid proposals shall include shipping and delivery to: Maine Department of Transportation Fleet Services, 66 Industrial Dr. Augusta, ME. 04330 | X | | |
| | | | | |
| | 17.0 SERVICE REQUIREMENT | Abbreviation | Actual Dimension | Notes |
| 17.1 | MaineDOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the trailers will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within seventy-five (75) miles of each region headquarters: Scarborough, Augusta, Dixfield, Bangor, and Presque Isle. | X | | PRESQUE ISLE AND SCARBOROUGH FURTHER THAN 75 MILES OF SKOWHEGAN SERVICE FACILITY |
| 17.2 | Bidders shall include a written explanation describing the name and address of the service providers within each division headquarters stated in section 17.1 of the bidder's requirements, the times the facilities will be available for use, qualifications of the staff at the facilities, and how the vendor will provide warranty and service at these service facilities. Bidders who fail to meet this requirement will be deemed non-responsive. | X | | |

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A


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

BID COVER PAGE and DEBARMENT FORM

| | | |
|--|------|------|
| Bidder's Organization Name: HOWARD P. FAIRFIELD | | |
| Chief Executive - Name/Title: Phil Nangle | | |
| Tel: 603 223 6599 | Tel: | Tel: |
| Headquarters Street Address: 554 Maple St | | |
| Headquarters City/State/Zip: Hopkinton NH 03229 | | |
| <i>(provide information requested below if different from above)</i> | | |
| Lead Point of Contact for Bid - Name/Title: Steve Holston | | |
| Tel: 207 468 8453 | Tel: | Tel: |
| Street Address: 9 Green St | | |
| City/State/Zip: Skowhegan ME 04976 | | |

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: Steve Holston | Title: Sales Rep |
| To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature. | |
| Authorized Signature:  | Date: 8/3/21 |


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: Steve Holston | Title: Sales Rep |
| To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature. | |
| Authorized Signature:  | Date: 8/3/21 |

Appendix D

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

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

**RFQ # 17D 210721-015
Four (4) Ton Trailer Mounted Asphalt Dumping Recycler/Hot Box**

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: HOWARD P FAIRFIELD

Address: 9 Green St Skowhegan ME 04976

Signature: 

Date: 8/3/21

Appendix E

RFQ # 17D 210721-015
Four (4) Ton Trailer Mounted Asphalt Dumping Recycler/Hot Box

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.

8/3/21
Dated

Steve Holston
Printed name of Person Bidding



Authorized Signature

Sales Rep
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:** 4 ton hot patcher/recycling trailer
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 Service manager Damian Belanger at 207 858 7620

3. **EQUIPMENT INFORMATION:**

YEAR: 2021 EQUIPMENT MAKE: Falcon

EQUIPMENT MODEL: MI10259 4 ton trailer

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

N/A

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

Two year machine warranty and lifetime frame warranty

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

WARRANTY AND SERVICE FACILITIES

- ADDRESS 1: 9 Green St Skowhegan ME
- ADDRESS 2: 554 Maple St Hopkinton NH
- ADDRESS 3:
- ADDRESS 4:
- ADDRESS 5:

CONTACT NAME: Damian Belanger TELEPHONE: 207 858 7620

EQUIPMENT PARTS PROVIDER: Howard P. Fairfield

ADDRESS: 9 Green St Skowhegan ME 04976

CONTACT NAME: Keith Tracy TELEPHONE: 207 858 7618

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.

8/3/21

Dated



Signature

Steve Holston
Print Name

Howard P. Fairfield
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.

8/3/21

Dated

Steve Holston
Printed name of Person Bidding



Authorized Signature

Sales Rep
Title

Appendix F

RFQ # 17D 210721-015 Four (4) Ton Trailer Mounted Asphalt Dumping Recycler/Hot Box

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

- a. 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.
- b. 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.

- c. 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).
- d. 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.
- e. 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: Howard P. Fairfield

Address: 9 Green St Skowhegan ME

Signature: 

Date: 8/3/21