

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 06/01/17**Expiration Date:** 05/31/19**Master Agreement Description:** Master Agreement for Traffic Warning & Regulatory Signs**Buyer Information**

William Allen

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

Issuer Information

SHARON KRECHKIN

207-624-3038 ext. sharon.krechkin@maine.gov

Requestor Information

Sharon Krechkin

207-624-3038 ext. sharon.krechkin@maine.gov

Authorized Departments

ALL

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

VS0000017877

Vendor Name

Vulcan Inc

Alias/DBA

Vulcan Inc.

Vendor Address Information

408 East Berry Ave

Foley, AL 36535

US

Vendor Contact Information

David Beviacqua

800-633-6845 ext.

vulcan3@vulcaninc.com

Commodity Information

Vendor Line #: 1

Vendor Name: Vulcan Inc

Commodity Line #: 1

Commodity Code: 80100

Commodity Description: Traffic Warning & Regulatory Signs

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

Commodity Extended Description: See attached for pricing

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

0

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

06/01/17

Service End Date

05/31/19

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Terms and Conditions
Master Agreement
18P 170531-139
REGULATORY AND WARNING SIGNS

SCOPE: Contract to cover the normal requirements of Maine Department of Transportation (MaineDOT), FOR REGULATORY AND WARNING SIGNS.

CONTRACT PERIOD: 6/1/2017 to 5/31/2018 with two (2) possible one (1) year extensions.

First Extension period through 5/31/2019

EXTENSION OF CONTRACT: The State Director of Purchases may with the consent of the contractor, extend the contract beyond the expiration date. The Director of Purchases reserves the right to negotiate price, terms and conditions of contract.

CANCELLATION OF CONTRACT: The Division of Purchases reserves the right to CANCEL a contract with a thirty-day written notice or cancel immediately if the contractor does not conform to the terms and conditions of contract.

CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: David Beviacqua, **Tel:** 800-633-6845, **Email:** vulcan3@vulcaninc.com

PRICES: Prices are to be net F.O.B destination including transportation and delivery charges fully prepaid by the contractor, to delivery location noted below.

QUANTITIES: The estimated value of contract for one year period is \$50,000.00. This is an estimate only and is neither the minimum nor maximum amounts that may be ordered.

ORDERING PROCEDURE: Signs to be ordered on an "as needed" basis. Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

DELIVERY: The contractor shall make delivery in mutual agreement with the MaineDOT Local Roads Center (207-624-3270). Delivery will be within daytime hours to a yet-to-be-identified location in the central Maine area.

NOTE: NOTIFICATION OF DELIVERY MUST BE MADE 48 HOURS PRIOR TO DELIVERY.

REPORT OF PURCHASE: Vendor will be required to furnish the Director of Purchases with a summary of purchases made during the contract period.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

SPECIFICATIONS
TRAFFIC SIGNS, WARNING & REGULATORY
(Revised October 25, 2016)

Traffic signs shall have high intensity prismatic retroreflective Type IV sheeting.

Fluorescent yellow-green (FYG) signs will be used for SCHOOL CROSSING, SCHOOL BUS STOP AHEAD, PEDESTRIAN, and supplemental AHEAD and DIAGONAL ARROWS for these signs.

Reflective Sheeting: The reflective sheeting shall consist of a retro-reflective lens system having smooth outer surface. The sheeting shall have a pre-coated adhesive on the backside protected by an easily removable liner and be applied to the aluminum plank in accordance with the current recommendations of the sheeting Manufacturer. The surface of all completed sign panels shall be flat and free of defects.

The reflective sheeting and its components shall conform with the “2011 FHWA Retroreflective Sheeting Identification Guide” with the “Brand Name” identified as “High Intensity Prismatic”. High intensity prismatic reflective sheeting shall meet the reflective requirements for Type IV sheeting as shown on the 2011 Guide. All fluorescent yellow-green (FYG) sheeting shall be diamond grade Type VIII or IX.

Sign Legends for text or symbols or numbers:

The design of upper and lower case letters, numerals and symbols, and the arrangement and spacing of texts shall be in conformance with the MUTCD and Standard Highway Signs manual. The text for regulatory and warning signs shall be composed of: high intensity prismatic, retroreflective sheeting letters, numerals, symbols and borders; or by applying transparent ink to the reflective sheeting background where the silk screen process is used; or black vinyl 3M Scotchcal Non Reflective Film Series 7725, or its equivalent, shall be used directly on the prismatic sheeting.

Sign legends and background sheeting shall be from the same sheeting manufacturer.

Warranty on sheeting and legend materials:

Supplier will 1) replace or repair any sign that fails due to workmanship or material defects within 5 years from the date of delivery, and 2) replace or repair any sign that fails to exhibit retroreflective values not meeting the 2009 Edition of the MUTCD requirements (Table 2A-3) during the 96 month time frame from delivery.

Aluminum Sheeting:

All blanks shall be made of 5052-H38 or 6061-T6 aluminum. The vendor shall guarantee the material to be free of buckles, warp, dents, cockles, burrs, and defects resulting from fabrication.

- (a) Degreasing - Required on sheet aluminum by either of the following methods:
 - 1. Vapor Degreasing shall be by total immersion of the plank in a saturated vapor of trichloroethylene or perchloroethylene. Trademark printing shall be removed with lacquer thinner or controlled alkaline cleaning system.
 - 2. Alkaline Degreasing - Planks shall be immersed in a tank containing alkaline solution, controlled and titrated to the solution manufacturer’s specification. Immersion time shall depend upon the amount of soil present and the gauge of the metal.
- (b) Etching

1. Alkaline Etch - The pre-cleaned aluminum surface shall be well etched in an alkaline etching material that is controlled by titration, use time, temperature and concentration specified by the solution manufacturer and rinsed thoroughly. Smut shall be removed with an acidic, chromium compound type solution as specified by the solution manufacturer and then thoroughly rinsed.
 2. Alodine 500 or 1,200 is acceptable.
- (c) Drying
1. Material may be air dried or oven dried. Metal shall not be handled except by device or clean gloves between all cleaning and etching operations and the application of Reflective Sheeting. There shall be no opportunity for metal to come in contact with grease, oils, or other contaminants prior to application of to packaging and shipping
- (d) Fabrication
- All fabrication, including shearing, cutting and punching of holes shall be completed prior to metal degreasing. Fabrication of all metal parts shall be accomplished in a uniform and workman like manner. The surface of all sign panels shall be flat. The minimum sheet thickness shall be 2.00 mm [0.08 inches] for signs of an area of 1.1 m² [12 ft²] or less and shall be 3.18mm [0.125 inches] for signs over 1.0 m² [12 ft²] unless otherwise specified.
- (e) Chromate Treatment
- Treatment shall be in accordance with ASTM B449 Class I.

Assembly Hardware:

Nuts, bolts, and washers for assembling metal signs components shall be stainless steel, ASTM F 593, alloy group 1. All nuts shall be of the self locking type. Aluminum signs mounted on U-channel posts shall be attached with stainless steel ASTM F 593, alloy group 1, [5/16 by 2 ½ inch] bolts and washers, and an approved washer will be used on the face of signs.

U-Channel Posts:

Except as otherwise authorized, U-Channel posts for secondary road regulatory and warning assembly signs shall be fabricated of steel. Steel shall consist of re-rolled rail steel or an equivalent steel. Steel shall conform to the mechanical requirements of ASTM Specification A-99-81, Grade 60 (hot rolled carbon steel bars and shapes re-rolled from rail steel). Steel shall conform to the chemical requirements of ASTM Specification A-1-76 (Carbon steel tee rails) for rails having normal weights of 91 pounds or heavier per yard. These chemical requirements include the following limitations:

1. Carbon 0.67-0.89 percent
2. Manganese 0.70-1.00 percent
3. Silicon 0.10-0.25 percent

Posts shall be furnished in weights of 2.0 pounds per foot and be a length of 8 feet with 3.5' stubs. Weight per foot to be before punching and beveling. All posts to be punched full length, 3/8" holes, one inch on center. All posts to be furnished with one end beveled. Posts to be furnished with weather resistant baked on green enamel finish. All punching/shearing/beveling to be completed prior to application of finish.

Lap Splice Devices:

Lap splice, such as Marion steel's system and other equivalent devices shall be capable of supporting all design loads and shall conform in all aspects to the requirements of the FHWA and AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals."

Any lap splice or its equivalent that requires the use of tools other than simple mechanic's tools, for the replacement of parts after having been struck or require the replacement of all the sign support itself in order to be restored to service after having been struck, will NOT be allowed.

Delivery of hardware:

Before delivery of the lap splices and assembly hardware, we will supply the individual municipal request forms so the vendor can sort and box these items and have them marked and ready for delivery to each town.

Sign, Posts, Hardware, Splices MUTCD SIGN TYPES

Bidder Name: VULCAN SIGNS

Code	Description	Size	Supplier Part Number	2018 State of Maine Price	DELIVERY DAYS
OM1-1	CLUSTER	18x18 Yel/Yel	1050124	\$16.98	30 ARO
OM-3R	Haz. Marker Right	12x36 Blk/Yel	850158	\$11.56	30 ARO
OM-3L	Haz. Marker Left	12x36 Blk/Yel	857438	\$11.56	30 ARO
OM4-1	CLUSTER	18x18 Red/Red	1050106	\$16.98	30 ARO
OM4-2	CLUSTER	18x18 Red/Black	1050075	\$13.77	30 ARO
H1-L	Haz. Marker Left	12x36 Blk/White	862978	\$11.56	30 ARO
H1-R	Haz. Marker Right	12x36 Blk/White	862978	\$11.56	30 ARO
R1-1 30"	Stop	30"	857514	\$24.08	30 ARO
R1-2	Yield	36x36x36	857550	\$16.80	30 ARO
R1-3-3	3 Way	12x6	857433	\$2.54	30 ARO
R1-3P	All Way	12x6	850310	\$3.61	30 ARO
R2-1 15	Speed Limit 15	24x30	850434	\$19.27	30 ARO
R2-1 20	Speed Limit 20	24x30	850435	\$19.27	30 ARO
R2-1 25	Speed Limit 25	24x30	850436	\$19.27	30 ARO
R2-1 30	Speed Limit 30	24x30	850437	\$19.27	30 ARO
R2-1 35	Speed Limit 35	24x30	850438	\$19.27	30 ARO
R2-1 40	Speed Limit 40	24x30	850439	\$19.27	30 ARO
R2-1 45	Speed Limit 45	24x30	850440	\$19.27	30 ARO
R2-1-50	Speed Limit 50	24x30	858576	\$19.27	30 ARO
R2-5A	Reduce Speed Ahead	24x30	850442	\$19.27	30 ARO
R3-5A	Straight Arrow	30x36	850576	\$28.92	30 ARO
R4-7	Keep Right	24x30	850950	\$19.27	30 ARO
R4-1	Do Not Pass	24"x 30"	850451	\$19.27	30 ARO
R4-2	Pass With Care	24"x 30"	850452	\$19.27	30 ARO
R5-1	Do Not Enter	30"	850726	\$24.09	30 ARO
R5-2	No Thru Trucks	24"x 30"	858597	\$19.27	30 ARO
R6-1L/R6-1R	One Way	36"x 12"	850736	\$11.56	30 ARO
R10-10	"Turn Only"	24"x 30"	853095	\$20.14	30 ARO
R12-1	Weight Limit "x" Ton	24"x 30"	851572	\$19.27	30 ARO
S1-1	School Ped	Pentagon shape	860687	\$31.88	30 ARO
S3-1	School Bus Stop	30"	863036	\$33.53	30 ARO
S3-2	School Bus Turn Ahead	30"	860653	\$33.53	30 ARO
S4-1P	"School Times"	24"x12"	853165	\$8.30	30 ARO
S4-3P	School	24"x12"	864148	\$11.07	30 ARO
S5-2	End School Zone	24"x 30"	852253	\$19.27	30 ARO
W10-1	RR Symbol	36"***	850744	\$33.56	30 ARO
W11-2	Ped. Approach	30"	860653	\$33.06	30 ARO
W1-1L	90 degree Curve	30"	857443	\$24.09	30 ARO
W1-1R	90 degree Curve	30"	857442	\$24.09	30 ARO
W1-2L	Curve	30"	857445	\$24.09	30 ARO
W1-2R	Curve	30"	857444	\$24.09	30 ARO
W1-3L	Curve	30"	851294	\$24.09	30 ARO
W1-3R	Curve	30"	851293	\$24.09	30 ARO
W1-4L	Curve	30"	850639	\$24.09	30 ARO
W1-4R	Curve	30"	850640	\$24.09	30 ARO
W1-5L	Winding Road (left)	30"	850641	\$24.09	30 ARO
W1-5R	Winding Road (right)	30"	850642	\$24.09	30 ARO
W1-6	Single Arrow	48x24	850851	\$30.84	30 ARO
W1-7	Double Arrow	48x24	850852	\$30.84	30 ARO
W1-8	Chevron	18x24	854056	\$11.56	30 ARO
W1-10CL	Left Curve/Skewed Side Rd	30"	851367	\$25.17	30 ARO

Sign, Posts, Hardware, Splices
MUTCD SIGN TYPES

Bidder Name: VULCAN SIGNS

Code	Description	Size	Supplier Part Number	2018 State of Maine Price	DELIVERY DAYS
W2-1	4Way Intersection	30"	850623	\$25.17	30 ARO
W2-2	Side Road Left	30"	850643	\$25.17	30 ARO
W2-4	T Intersection	30"	851549	\$25.17	30 ARO
W2-5	Y Intersection	30"	851367	\$25.17	30 ARO
W2-7R	Multiple Intersection	30"	851367	\$25.17	30 ARO
W3-1A	Stop Ahead Sym	36"	850790	\$35.56	30 ARO
W3-2A	Yield Ahead Sym	36"	852560	\$35.56	30 ARO
W3-3A	Signal Ahead Sym	36"	857430	\$36.03	30 ARO
W3-5 20	Speed Limit 20 Ahead	30"	859592	\$25.33	30 ARO
W3-5 25	Speed Limit 25 Ahead	30"	859592	\$25.33	30 ARO
W3-5 30	Speed Limit 30 Ahead	30"	859592	\$25.33	30 ARO
W3-5 35	Speed Limit 35 Ahead	30"	859592	\$25.33	30 ARO
W3-5 40	Speed Limit 40 Ahead	30"	859592	\$25.33	30 ARO
W5-1	Road Narrows	30"	854168	\$24.09	30 ARO
W5-2	Narrow Bridge	30"	857165	\$24.09	30 ARO
W5-2A	Road Narrows Symbol	30"	857440	\$24.09	30 ARO
W5-3	One Lane Bridge	30"	854169	\$24.09	30 ARO
W6-3	Oncoming Traffic	30"	850698	\$24.09	30 ARO
W7-1	Hill	30"	854167	\$24.09	30 ARO
W8-3	Pavement Ends	30"	851001	\$24.09	30 ARO
W11-3	Deer Xing	30"	851002	\$24.09	30 ARO
W11-5	Farm Machinery	30"	852556	\$24.09	30 ARO
W11-6	Snowmobile	30"	851766	\$24.09	30 ARO
W11-7	Equestrian	30"	862609	\$24.09	30 ARO
W11-8	Fire Truck	30"	850631	\$24.09	30 ARO
W11-9	Handicap	30"	851766	\$24.09	30 ARO
W13-1 (15)	15 MPH speed plate	18"	850328	\$9.30	30 ARO
W13-1 (20)	20 MPH speed plate	18"	850329	\$9.30	30 ARO
W13-1 (25)	25 MPH speed plate	18"	850330	\$9.30	30 ARO
W13-1 (30)	30 MPH speed plate	18"	850331	\$9.30	30 ARO
W13-1 (35)	35 MPH speed plate	18"	850332	\$9.30	30 ARO
W14-1	Dead End	30"	850637	\$24.09	30 ARO
W16-3	PLACARD	24x12	852439	\$8.30	30 ARO
W16-7PR	Ped Arrow Diagonal	24X12	860691	\$11.07	30 ARO
W16-7PL	Ped Arrow Diagonal	24X12	860691	\$11.07	30 ARO
W16-9P	Ahead	24x12	860689	\$11.07	30 ARO
W42-5	Hidden Drive Right	30"	851367	\$25.17	30 ARO
W42-5A	Hidden Drive Left	30"	851367	\$25.17	30 ARO
W42-7	Trucks Entering	30"	851367	\$25.17	30 ARO
Warning Sign	Road Ends	30"	851367	\$25.17	30 ARO
Warning Sign	Keep To Right	30"	851367	\$25.17	30 ARO
35-25	UCHANNEL Posts	3' 6", 3.0lbs	550106	\$9.38	30 ARO
8-25	UCHANNEL Posts	8', 2.0lbs	550145	\$14.33	30 ARO
LS1	Lap Splices Units		550019	\$5.76	30 ARO
HARDWARE KIT	2 ea-SS Bolt, 5/16SS Nut, Nylon Washer	5/16" x 2.5"	650173	\$0.79	30 ARO
SOS	B/Y HIP RSA EXEMPT	24" x 12"	852439	\$10.20	30 ARO
R6-2L	HIP RSA ONE WAY: LEFT ARROW	18" x 24"	850297	\$12.42	30 ARO

STATE OF MAINE

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

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

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

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

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

4. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

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

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

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

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

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

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

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

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

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

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

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

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

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

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

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