

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/26/19**Expiration Date:** 04/30/20**Master Agreement Description:** Oil Only Absorbent Boom**Buyer Information**

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

Issuer Information

LINDSAY CARON 207-287-2118 ext. lindsay.er.caron@maine.gov

Requestor Information

Lindsay Caron 207-287-2118 ext. lindsay.er.caron@maine.gov

Authorized Departments06A ENVIRONMENTAL PROTECTION
ALL**Vendor Information****Vendor Line #: 1****Vendor ID**

VC1000011738

Vendor Name

BUTLER BROS SUPPLY DIVISION INC

Alias/DBA**Vendor Address Information**

PO BOX 1375

LEWISTON, ME 04243-1375

US

Vendor Contact Information

Craig Kelley

207-784-6875 ext.

ckelley@butlerbros.com

Commodity Information

Vendor Line #: 1

Vendor Name: BUTLER BROS SUPPLY DIVISION INC

Commodity Line #: 1

Commodity Code: 48574

Commodity Description: Oil Only Absorbent Boom

Commodity Specifications:

Commodity Extended Description: Oil Only Absorbent Boom.

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

5

Free on Board

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

Oil Absorbent Booms

Discount

0.0000 %

Discount Start Date

04/26/19

Discount End Date

04/30/20

TERMS & CONDITIONS
MA 190405-140

COMMODITY ITEM: Oil Only Absorbent Booms

CONTRACT PERIOD: Through April 30, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

VENDOR 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: **Craig Kelley** Phone: **207-786-8820**
Email: ckelley@butlerbros.com

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

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

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. The State intends for this to mean that all goods shall be priced 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. Prices are to remain firm for the duration of the contract.

QUANTITIES: It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

ORDERING PROCEDURE: 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.

INVOICES and PAYMENT: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall minimally include the following:
Contractor name, address, Contract Number 18P 190405-140, Invoice Date & Number

USING DEPARTMENTS: The Department of Environmental Protection will be the primary using agency however ALL State of Maine Departments and Agencies can use the Master Agreement and expect to receive the same pricing and delivery terms.

DELIVERY: The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

DELIVERY LOCATIONS: The Vendor agrees to deliver to ALL State of Maine facilities statewide. The DEP has delivery points located in Portland, Augusta, Bangor and Presque Isle. **The vendor must give 24-hour notice prior to delivery to any DEP delivery point.**

Maine Department of Environmental Protection Shipping Addresses

Maine DEP Response Warehouse
106 Hogan Road, Suite 6
Bangor, ME 04401

Maine DEP Response Warehouse
3 Blossom Lane
Augusta, ME 04333

Maine DEP Response Warehouse
10 Bell Street
Portland, ME 04101

Maine DEP Response Warehouse
1235 Central DR
Skyway Park
Presque Isle, ME 04769

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card (P-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.

Specification for Oil Only Absorbent Boom

- Oil-only boom
- Boom must be 5 inches in diameter by 10 feet in length
- Packaging must contain 4 booms per bale
- Boom bales to be shrink-wrapped palletized not exceeding 8' (feet) in height.
- Must absorb at least 30 gallons per bale
- No specific construction material is specified

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.

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
SOR ENV510	BUTLER BROS SUPPLY DIVISION INC	SPC	ENV510	48574	Abosorbent Boom, Oil Only, 5 inch x 10 ft, 4 per bale	NA	BALE	\$31.25	7



QUOTATION

Butler Bros. Industrial Suppliers
 P.O. Box 1375
 Lewiston, ME 04243-1375
 USA
 207-784-6875

Order Number	
1541019	
Order Date	Page
4/5/2019 08:20:59	1 of 1

Quote Expires On 5/5/2019

Bill To:

STATE OF MAINE
 D.O.T. STATION 26
 105 CAPITOL STREET
 AUGUSTA, ME 04330

Ship To:

STATE OF MAINE
 DEPARTMENT OF ADMINISTRATIVE AND FINAN
 AUGUSTA, ME 04330

287-2677

Attn: TOM PUSHARD

Customer ID: 100902

PO Number	Ship Route	Taker
STATE OF MAINE RFQ #06A 190311-264	1	CKELLEY

<i>Quantities</i>				<i>UOM</i> <i>Unit Size</i>	<i>Tax</i>	<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>							

Delivery Instructions: BUTLER TRUCK

20.0000	0.0000	20.0000	BL			SOR ENV510 "(BOOM) ENV510, 5'"X10', 4/BL"	BL	31.2500	625.00
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Total Lines: 1

SUB-TOTAL: 625.00
TAX: 0.00
AMOUNT DUE: 625.00

U.S. Dollars

Thank You For Your Business!



Marine Absorbents

BradyID.com/s35

Marine Absorbents

High absorbency on the water

Brady SPC marine absorbents are specially designed to float on water and contain or absorb a wide variety of marine fuels and oils. From containment to booming and skimming operations, these absorbents will soak up unwanted fluids on lakes, rivers, streams and coastal shorelines. Marine absorbent products are made for high absorbency and rapid deployment in demanding emergency situations.



Absorbent Booms

Brady SPC absorbent booms are designed to help you clean up oil spills on water by absorbing surface liquids.

Booms are constructed of highly absorbent polypropylene fibers encased in a durable skin that is lined with a heavy duty tow rope. The booms are fastened with three stainless steel connectors to allow for linkage and fast deployment in emergency situations as well as for strength during retrieval or when towing heavy booms saturated with oil.



Premium SPC® Oil Only Booms

- Oil only booms absorb oil- and petroleum-based liquids while repelling water and floating indefinitely
- Strong, lint-free and gapless
- SPC5510 features two 5"x10' booms attached side by side for a double layer of absorption

Economical ENV® Oil Only Booms

- Oil only booms absorb oil- and petroleum-based liquids while repelling water and floating indefinitely
- Features interconnectivity and a lint-free blue sleeve

Universal Plus Chemical Booms

- Universal Plus booms absorb water-, oil- and chemical-based liquids
- Can be deployed indoors or outdoors



Premium SPC® Oil Booms



SPC5510 features booms attached side by side for double absorbency



Economical ENV® Oil Booms



Universal Plus Chemical Booms

Catalog #	Type	Size	Absorbency Factor (gl/gs)	Absorbency Capacity (gal)	Shipping Wt (lbs)	Pallet Qty.	Quantity
Premium SPC® Oil Only Booms							
SPC810	SPC Oil Boom	8"x10'	13.3	71	40	12	4/bale
SPC510	SPC Oil Boom	5"x10'	12.6	32	19	20	4/bale
SPC5510	SPC Oil Boom*	5"x10'	12.1	32	19	20	4/bale
SPC818	SPC Oil Boom	8"x18"	12.5	28	17	16	10/bale
SPC518	SPC Oil Boom	5"x18"	12.6	12	8	36	10/bale
Economical ENV® Oil Booms							
ENV810	ENV Oil Boom	8"x10'	13	65	38	12	4/bale
ENV510	ENV Oil Boom	5"x10'	12.6	32	19	20	4/bale
Universal Plus Chemical Booms							
SPCUN810	Universal Boom	8"x10'	13.3	71	38	12	4/bale
SPCUN510	Universal Boom	5"x10'	12.6	32	19	20	4/bale

*Features two booms attached side by side for double absorbency

Absorbents & Spill Control

Absorbents and Spill Control

BradyID.com/SPC



Marine Absorbents

SPC marine specialty absorbents are designed to float on water and contain or absorb a wide variety of marine fuels and oils. From containment to booming and skimming operations, these absorbents will soak up unwanted fluids on lakes, rivers, streams and coastal shorelines. Marine absorbent products are made for high absorptivity and rapid deployment in demanding emergency situations.

Absorbents and Spill Control



ENV510



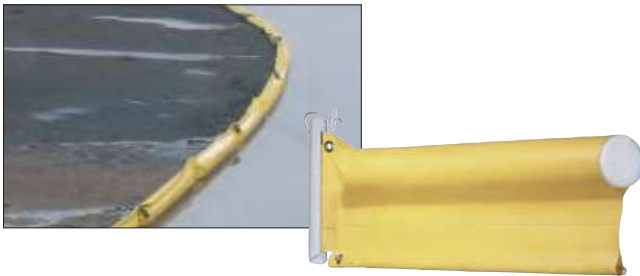
SPC5510*

Absorbent Booms

- Premium SPC® Booms are lint free and easy to handle
- Economical ENV® booms feature a lint-free blue sleeve

Catalog #	Type	Size	Qty.
ENV810	ENV Boom	8"x10'	4
ENV510	ENV Boom	5"x10'	4
SPC810	SPC Boom	8"x10'	4
SPC510	SPC Boom	5"x10'	4
SPC5510	SPC Boom*	5"x10'	2
SPC818	SPC Boom	8"x18"	10
SPC518	SPC Boom	5"x18"	10
SPC318	SPC Boom	3"x18"	25

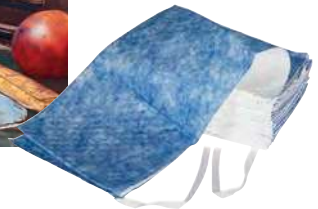
* SPC5510 features two 5"x10' booms attached side by side.



Containment Booms

- Cost-effective solution for containment of oil spills on water
- Also used as barriers in holding ponds to retain waste and debris

Catalog #	Size	Qty.
CB612	6' Float, 12" Skirt, 100' Sections	1
CB305	3' Float, 4.5" Skirt, 25' Sections	1



Marine Sweeps & Pillows

- 2-ply construction and durable blue coverstock for extra strength (for use with oil and petroleum-based fluids)
- "Sweep" the water to remove surface oil
- 100' sections are ideal for dragging behind or connecting between two ships

Catalog #	Type	Size	Qty.
SPC1900	Sweep	19"x100'	1
SPC10	Pillow	14"x25"	10



Available roped together or as individual nets.

Oil Nets/Drag Nets

- Flat, chemical-resistant filaments in half-pound units float
- Reusable after draining or dousing with #1 or #2 weight oils; extracted oil can be recycled or downgraded as fuel oil
- Sweep between two boats or deployed along a shoreline

Catalog #	Type	Size	Qty.
ODN08	Oil Only	30 nets on 50' rope	1
ON030	Oil Only	30 nets (no rope)	1

View full product specs on page 432.