

NEW



Master Agreement

Effective Date: 11/01/19

Expiration Date: 12/31/21

Master Agreement Description: Gases Select Laboratory and Industrial

Buyer Information

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

Issuer Information

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

Requestor Information

Thomas Gildersleeve 207-633-9583 ext. thomas.gildersleeve@maine.gov

Agreement Reporting Categories

Authorized Departments

10A DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VS000008551

Vendor Name

AIRGAS USA LLC

Alias/DBA

AIRGAS EAST INC

Vendor Address Information

305 Target Industrial Circle

Bangor, ME 04401

US

Vendor Contact Information

Mark Searle

207-701-1513 ext.

mark.searle@airgas.com

Commodity Information

Vendor Line #: 1

Vendor Name: AIRGAS USA LLC

Commodity Line #: 1

Commodity Code: 43092

Commodity Description: Laboratory and Industrial Gases

Commodity Specifications:

Commodity Extended Description: Select Laboratory and Industrial Gases.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
7		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Select Lab and Indu Gases	0.0000 %	
	Discount Start Date	Discount End Date
	11/01/19	12/31/21

TERMS & CONDITIONS

MA 191018-061

RFQ 18A 190925-105

Master Agreement (MA) Commodity: Gases Select Laboratory and Industrial

Contract Period: Through December 31, 2021. 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: **Mark Searle** Phone: **207-701-1513** Email: mark.searle@airgas.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.

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: Each department/agency using the Master Agreement must be set up with their own, individual account and receive separate invoices. All invoices must contain the individual account number, the department/agency name, delivery address, contact person, the person that submitted the order and the person that signed for the delivery. Each department may request that each delivery location be set up with its own account number. The vendor is responsible for sending invoices to the correct billing address, the State of Maine will not be responsible for invoices sent to the wrong place.

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. Airgas will service all current State of Maine facilities they have serviced under the previous Master Agreement. Additional facilities will be discussed at the time of need and Airgas will service them if they have the ability and it is cost effective for the Department. The Department can procure the product from another source if Airgas cannot service the requested location or provide the service at a fair and reasonable rate.

Delivery Charges: No delivery fees/charges will be assessed to the State of Maine and its using departments/agencies at any time during this contract period.

Emergencies: Deliveries or servicing of tanks can be requested from the vendor outside of normal business hours. The vendor will not charge additional fees for these special deliveries.

Prices: Prices are with shipping terms of “Free on Board (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.

Hazardous Material Charges: No hazardous material charges will be assessed to the State of Maine and its using departments/agencies at any time during this contract period.

Fuel Fees: No fuel fees/charges will be assessed to the State of Maine and its using departments/agencies at any time during this contract period.

Vendor Visitations: The vendor is required to do an onsite visit with each account holder at least once a month. Small and infrequent users not receiving weekly delivery service can be contacted via telephone or email to determine delivery schedules, service requirements and to address any issues as needed.

Additions/Subtractions: From time to time the needs of the departments/agencies change. The State of Maine may add or remove equipment using specific gases. The selected vendor agrees that any gases could be added or removed from catalog as determined by need.

Quarterly Report of Usage: 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.

Laboratory Gases

Cylinders: The vendor must be able to notify each department/agency where and when cylinders were delivered and who signed for them if requested. Cylinders are to be color coordinated. Siphon tubes must be provided by the vendor at no additional charge as needed by the department/agency.

Industrial Gases

CYLINDERS: The vendor must be able to notify each department/agency where and when cylinders were delivered and who signed for them if requested. ALL cylinders must have Bar Codes for traceability, vendor must be able to notify agency where and when cylinder was delivered if requested. Cylinders are to be color coordinated.

TRAINING: The vendor agrees to provide up to four in person, hands on safety trainings per year at no additional cost.

INSPECTIONS: The vendor is required to provide free annual gas apparatus safety inspections on all gas equipment. The inspection must be scheduled with each department by July 1 of each contractual year. If Airgas is requested to repair equipment they will furnish a quote for parts and service before any work is performed and the Department will determine the best path forward. If the Department opts to use parts and supplies from another source but requests Airgas repair the equipment, Airgas can charge for the repair service at the amounts originally quoted.

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

**RFQ # 18A 190925*105
Laboratory and Industrial Gases**

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

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

Yes

Yes, with conditions as follows:

No

Name of Company:

AIRGAS EAST INC

Address:

305 TARGET INDUSTRIAL CIRCLE, BANGOR ME
04401

Signature:



Date:

10-1-19

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
AC5 AA5	AIRGAS USA LLC	Lab Gas, ACETYLENE GRADE 2.6 PREPURE 99.6%	Lab Gas SIZE #5 APROX 300CF	CYL	\$97.85	7
AI UZ300	AIRGAS USA LLC	Lab Gas, AIR GRADE 0.1, 300 CF	Lab Gas 300 CF	CYL	\$29.36	7
AI Z300	AIRGAS USA LLC	Lab Gas, AIR GRADE 1.0, 300 CF	Lab Gas 300 CF	CYL	\$29.36	7
LAB GAS CD 50	AIRGAS USA LLC	Lab Gas, CARBON DIOXIDE, Size K	Lab Gas SIZE "K" 200 Standard DOT2015	CYL	\$14.98	7
LAB GAS CD 50S	AIRGAS USA LLC	Lab Gas, CARBON DIOXIDE SIPHON GRADE, 50LB	Lab Gas 50 Pound	CYL	\$14.98	7
CD ICEP2	AIRGAS USA LLC	Lab Gas, Dry Ice 50 lbs (in Styrofoam Coolers)	Lab Gas 50 lbs	EA	\$1.10	7
X02AR90J2000288	AIRGAS USA LLC	Lab Gas, E2 % ME/AR200, Size K	Lab Gas SIZE "K" 200 Standard DOT2015	CYL	\$126.18	7
ET RLB	AIRGAS USA LLC	Lab Gas, METHANE UHP 99.97% LECTURE BOTTLE	Lab Gas LECTURE SIZE	CYL	\$212.23	7
NS USP64	AIRGAS USA LLC	Lab Gas, NITROUS OXIDE USP GRADE, Size G	Lab Gas SIZE "G" Medical 50-65 LBS	CYL	\$59.00	7
OX USP200	AIRGAS USA LLC	Lab Gas, OXYGEN COMPRESSED USP GRADE, Size K	Lab Gas SIZE "K" 282 Standard DOT2015	CYL	\$11.85	7
OX USPD	AIRGAS USA LLC	Lab Gas, OXYGEN USP GRADE, Size D	Lab Gas SIZE "D" 14	CYL	\$4.64	7
OX USPDA	AIRGAS USA LLC	Lab Gas, OXYGEN USP GRADE ALUM CYL, Size D	Lab Gas SIZE "D" 14	CYL	\$4.64	7
OX USPM22	AIRGAS USA LLC	Lab Gas, OXYGEN USP MEDICAL M22	Lab Gas	CYL	\$8.76	7
AI UZ15AC580BA	AIRGAS USA LLC	Lab Gas, VOC FREE AIR, Size T	Lab Gas SIZE "T" 300	CYL	\$164.80	7
Lab-RRCYLLIQ	AIRGAS USA LLC	Lab Gas, AIRGAS Cyl Rental, Liquid, Daily 160/230 Liter	Lab Gas	EA	\$0.83	1
Lab-ZRENTLIQ	AIRGAS USA LLC	Lab Gas, AIRGAS Cyl Rental, Liquid, Monthly 160/230 Liter	Lab Gas	EA	\$25.00	1
Lab-LSELIQ	AIRGAS USA LLC	Lab Gas, AIRGAS Cyl Rental, Liquid, Yearly 160/230 Liter	Lab Gas	EA	\$175.00	1
Lab-RRCYL	AIRGAS USA LLC	Lab Gas, AIRGAS Cyl Rental, Liquid, Other Size Monthly	Lab Gas	EA	\$3.00	1
Lab-LSECYL	AIRGAS USA LLC	Lab Gas, AIRGAS Cyl Rental, Liquid, Other Size Yearly	Lab Gas	EA	\$36.00	1
AC B	AIRGAS USA LLC	Indust Gas,ACETYLENE SIZE B 40 CF	Industrial Gases 40 CF	CYL	\$16.00	7
AC MC	AIRGAS USA LLC	Indust Gas,ACETYLENE SIZE MC 10CF	Industrial Gases 10 CF	CYL	\$16.00	7
AC4-N300	AIRGAS USA LLC	Indust Gas,ACETYLENE SIZE 4, APROX 125 CF	Industrial Gases SIZE 4	CYL	\$29.00	7
AC5-N300	AIRGAS USA LLC	Indust Gas,ACETYLENE SIZE 5, APROX 350 CF	Industrial Gases SIZE 5	CYL	\$75.50	7
AC3-N300	AIRGAS USA LLC	Indust Gas,ACETYLENE SIZE WQ or 3	Industrial Gases SIZE WQ OR #3	CYL	\$25.00	7
GG HBTRI300	AIRGAS USA LLC	Indust Gas,STAINSHIELD LIGHT,TRI MIX STAINLES MIG WELD,SIZ T	Industrial Gases SIZE T 291 CF 2.5% CO2, 7.5% ARGON, BALANCE HELIUM	CYL	\$68.00	7
GG HBTRI125	AIRGAS USA LLC	Indust Gas,STAINSHIELD LIGHT,TRI MIX STAINLES MIG WELD,SIZ M	Industrial Gases SIZE M 110 CF 2.5% CO2, 7.5% ARGON, BALANCE HELIUM	CYL	\$36.00	7
AR CD8OX2125-135	AIRGAS USA LLC	Indust Gas,STARGON , ARGON, CO2, OXYGEN,SIZE M 135 CF	Industrial Gases SIZE M 135 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$8.00	7
AR CD8OX2125-156	AIRGAS USA LLC	Indust Gas,STARGON , ARGON, CO2, OXYGEN,SIZE S 156 CF	Industrial Gases SIZE S 156 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$8.00	7
AR CD8X2300	AIRGAS USA LLC	Indust Gas,STARGON , ARGON, CO2, OXYGEN,SIZE T 341 CF	Industrial Gases SIZE T 341 CF 2% OXYGEN, 8% CO2, BALANCE ARGON	CYL	\$20.00	7
AR 125	AIRGAS USA LLC	Indust Gas,ARGON SIZE M 125 CF	Industrial Gases SIZE M	CYL	\$8.25	7
AR CD25125	AIRGAS USA LLC	Indust Gas,ARGON/CO2,25% CO2 BALANCE ARGON,SIZE M 153 CF	Industrial Gases SIZE M 153 CF	CYL	\$8.50	7
AR CD25300	AIRGAS USA LLC	Indust Gas,ARGON/CO2,25% CO2 BALANCE ARGON,SIZE T 382 CF	Industrial Gases SIZE T 382 CF	CYL	\$24.00	7
AR CD2560	AIRGAS USA LLC	Indust Gas,ARGON/CO2,25% CO2 BALANCE ARGON SIZE J 66 CF	Industrial Gases SIZE J 66 CF	CYL	\$19.50	7
AR 300	AIRGAS USA LLC	Indust Gas,ARGON SIZE T 336 CF	Industrial Gases SIZE T 336 CF	CYL	\$20.00	7
AR 60	AIRGAS USA LLC	Indust Gas,ARGON SIZE 60 AR 60	Industrial Gases SIZE 60 (AR 60)	CYL	\$20.00	7
AR CD8300	AIRGAS USA LLC	Indust Gas,ARGOSHIELD 8% CO2,92% ARGON SIZE T 341 CF	Industrial Gases SIZE T 341 CF	CYL	\$24.00	7
AI D200	AIRGAS USA LLC	Indust Gas,DRY AIR SIZE K 235 CF	Industrial Gases SIZE K 235 CF	CYL	\$12.50	7
INDUST GAS CD 50S	AIRGAS USA LLC	Indust Gas,CARBON DIOXIDE,SIPHON GRADE, LIQUID CO2 SIZE K	Industrial Gases SIZE K 50 LBS	CYL	\$15.00	7
INDUST GAS CD 50	AIRGAS USA LLC	Indust Gas,CO2 50# CARBON DIOXIDE SIZE K 50 LBS	Industrial Gases SIZE K 50 LBS	CYL	\$16.50	7
NI 180LT22	AIRGAS USA LLC	Indust Gas,LIQUID NITROGEN N DEWAR 3648 CF	Industrial Gases LIQUID N2 DEWAR, 3648 CF	CYL	\$51.00	7
OX 180LT180	AIRGAS USA LLC	Indust Gas,LIQUID OXYGEN,HIGH PRESSURE 180 DEWAR 4500 CF	Industrial Gases LIQUID O2 DEWAR, 4500 CF	CYL	\$66.00	7
OX 180LT230	AIRGAS USA LLC	Indust Gas,LIQUID OXYGEN,HIGH PRESSURE 230 DEWAR 4500 CF	Industrial Gases LIQUID O2 DEWAR, 4500 CF	CYL	\$66.00	7
NI 150	AIRGAS USA LLC	Indust Gas,NITROGEN COMPRESSED 150 CF	Industrial Gases 150 cf nitrogen	CYL	\$5.00	7
NI 200	AIRGAS USA LLC	Indust Gas,NITROGEN COMPRESSED SIZE K 230 CF	Industrial Gases SIZE K 230 CF	CYL	\$6.00	7
NI 300	AIRGAS USA LLC	Indust Gas,NITROGEN COMPRESSED SIZE T 304 CF	Industrial Gases SIZE T 304 CF	CYL	\$7.25	7
OX 150	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE M 156 CF	Industrial Gases SIZE M 156 CF	CYL	\$5.00	7
OX 200	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE H 282 CF	Industrial Gases SIZE H 282 CF	CYL	\$6.25	7
OX 300	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED 300 CF	Industrial Gases 300 CF Industrial O2	CYL	\$7.50	7
OX 20	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE 20, 21 CF	Industrial Gases SIZE 20 21 CF	CYL	\$3.50	7

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
OX 60	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE J 66 CF	Industrial Gases SIZE J 66 CF	CYL	\$3.50	7
OX 80	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE 80 CF	Industrial Gases SIZE 80 CF	CYL	\$3.75	7
OX 125	AIRGAS USA LLC	Indust Gas,OXYGEN COMPRESSED SIZE S 125 CF	Industrial Gases SIZE S 125CF	CYL	\$4.25	7
PR 100	AIRGAS USA LLC	Indust Gas,LIQUIFIED PETROLEUM GAS 100 LB	Industrial Gases 100LB	CYL	\$75.00	7
PR 25	AIRGAS USA LLC	Indust Gas,LIQUIFIED PETROLEUM GAS 25 LB	Industrial Gases 25LB	CYL	\$16.00	7
PR 33A	AIRGAS USA LLC	Indust Gas,LIQUIFIED PETROLEUM GAS, FORKLIFT FUEL 33 LB	Industrial Gases 33LB	CYL	\$23.00	7
PR 60	AIRGAS USA LLC	Indust Gas,LIQUIFIED PETROLEUM GAS 60 LB	Industrial Gases 60LB	CYL	\$38.00	7
PP 25	AIRGAS USA LLC	Indust Gas,PROPYLENE, HIGH PURITY 27 LB	Industrial Gases 27LB	CYL	\$38.00	7
PP 7.5	AIRGAS USA LLC	Indust Gas,PROPYLENE, HIGH PURITY 6 LB	Industrial Gases 6LB	CYL	\$15.25	7
PP 60	AIRGAS USA LLC	Indust Gas,PROPYLENE, HIGH PURITY 63 LB	Industrial Gases 63LB	CYL	\$85.00	7
PP 100	AIRGAS USA LLC	Indust Gas,PROPYLENE, HIGH PURITY 100 LB	Industrial Gases 100LB	CYL	\$140.00	7
AR HE18CD1300	AIRGAS USA LLC	Indust Gas,1% CO2 18% HEL BAL ARGON SIZE T	Industrial Gases SIZE T	CYL	\$90.00	7
RENTAL CYL IND GAS DAY	AIRGAS USA LLC	Indust Gas,Cyl Rental, Liquid, Daily	Industrial Gases CYLINDER RENTAL	EA	\$0.10	1
RENTAL CYL IND GAS MONTH	AIRGAS USA LLC	Indust Gas,Cyl Rental, Liquid, Monthly	Industrial Gases CYLINDER RENTAL	EA	\$3.00	1
RENTAL CYL IND GAS YR	AIRGAS USA LLC	Indust Gas,Cyl Rental, Liquid, Yearly	Industrial Gases CYLINDER RENTAL	EA	\$36.00	1

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.