

Vendor Contact Information

LEO CHICOINE
207-626-3941 ext.
lchicoine@quirkauto.com

Commodity Information

Vendor Line #: 1

Vendor Name: QUIRK KENNEBEC CO

Commodity Line #: 1

Commodity Code: 07000

Commodity Description: 2020-2021 Unmarked Ford Cruisers & F550 (W5H). F350 (W3A)

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

Commodity Extended Description: See all Attachments

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 63	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name Quirk	Discount 0.0000 %	
	Discount Start Date 04/01/19	Discount End Date 06/30/21

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:
Jaime C. Schorr 6/8/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

QUIRK KENNEBEC CO dba QUIRK FORD of AUGUSTA

DocuSigned by:
Leo Chicoine 6/9/2020
5D4DE38C8A3E44B...

Signature Date

Leo Chicoine, Fleet Sales manager

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 19315-126

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: 2020-2021 Unmarked Ford Cruisers & F550 (W5H). F350 (W3A)

Contractor: QUIRK KENNEBEC CO dba QUIRK FORD OF AUGUSTA

Mater Agreement Competitive Bid RFQ: 18P 190212-243

Contract Period Extended To: 06/30/21

Extended Contract Pricing: Extend at current pricing

Scope Change: Change to 2020 and 2021 model year vehicles.

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

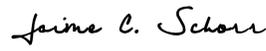
In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 190315-126 through June 30, 2021 with all terms, conditions remaining as shown in the original contract.

Agreement to extend Master Agreement 18P –1903150000000000126 authorized by:

State of Maine – Department of Administrative and Financial Services

6/8/2020

DocuSigned by:



6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

And

QUIRK KENNEBEC CO dba QUIRK FORD OF AUGUSTA

6/9/2020

DocuSigned by:



5D4DF38C8A3E44B...

Leo Chicoine, Fleet Sales Manager

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
K8A UNMARKED HYBRID-2020	QUIRK FORD	FORD	2020 FORD UNMARKED HYBRID UTILITY INTERCEPTOR	Ford Police Utility UN MARKED 2020 Hybrid	EA	\$41,707.00	129
K8A UNMARKED-2020	QUIRK FORD	FORD	2020 FORD UNMARKED UTILITY INTERCEPTOR	Ford Police Utility UN MARKED 2020	EA	\$38,608.00	129
F11-2020	QUIRK FORD	FORD	2020 FORD F550 CREW CAB XL W5H	F-11 (19.5k Crew Cab & Chassis, Dual, 4X4, CA 60")	EA	\$48,360.00	78
F10-2020	QUIRK FORD	FORD	2020 FORD F350 CREW CAB XL W3A	F-10 (10,900 K, Crew Cab Pickup, Delete 8' Bed, SRW, 4X2)	EA	\$30,144.00	84
K8A UNMARKED HYBRID-2021	QUIRK FORD	FORD	2021 FORD UNMARKED HYBRID UTILITY INTERCEPTOR	Ford Police Utility UN MARKED 2020 Hybrid	EA	\$41,707.00	129
K8A UNMARKED-2021	QUIRK FORD	FORD	2021 FORD UNMARKED UTILITY INTERCEPTOR	Ford Police Utility UN MARKED 2020	EA	\$38,608.00	129
F11-2021	QUIRK FORD	FORD	2021 FORD F550 CREW CAB XL W5H	F-11 (19.5k Crew Cab & Chassis, Dual, 4X4, CA 60")	EA	\$48,360.00	78
F10-2021	QUIRK FORD	FORD	2021 FORD F350 CREW CAB XL W3A	F-10 (10,900 K, Crew Cab Pickup, Delete 8' Bed, SRW, 4X2)	EA	\$30,144.00	84

DS


6/9/2020

CLASS/SPEC#

ITEM# F-10

10,700 K, Crew Cab Pickup, Delete 8' Bed, SRW, 4X2

GENERAL Full Size Pickup Truck, Heavy Duty, 4 x 2, Crew Cab, Single Rear Wheels, 8 Cylinder Eng, Automatic Transmission, Air
DESCRIPTION Conditioning, Tilt Steering (Delete Body)

Specifications	Option Code Required	Notes	Price - If Applicable
ACCESSORY SWITCHES: Factory Installed 4 Minimum	66S		
AIR BAGS: Driver and Passenger	S		
AIR CONDITIONING: Factory Installed	S		
AXLE REAR: 3.73 - 4.10 Ratio	X37		
BATTERY: 650 CCA Minimum	S		
BRAKES: 4 Wheel Disc ABS	S		
BUMPER, FRONT & REAR: Factory Installed Steel	NA		
CAB to AXLE: 56"		56 CA	
CARGO BOX: Delete Body	66D		
ELECTRICAL: 150 amp Alternator Minimum	S		
ENGINE: 6.0 - 6.4 Liter, 300 HP Minimum	6.2 L		
ENGINE BLOCK HEATER: Factory Installed	41H		
ENGINE COOLER: Heavy Duty, Factory Installed	S		
FLOOR: Rubber Mat, Factory Installed	S		
FUEL CAPACITY: Minimum 35 Gallons	S		
GAUGES: Fuel, Oil, Temperature and AMP	S		
GLASS: Tinted	S		
GVWR: Minimum 10,700 lbs.		10900LBS GVW	
LIGHTING: Daytime Running Lights		942NON CONTROLERABLE	
OPTIONS: Mud Flaps - Front & Rear; Step Assists or Running Boards; Backup Alarm	76C/18B/61DLR	INSTALL FRONT FLAPS	
POWER EQUIPMENT: Electric Window Controls, Power Door Locks, Heated Electric Mirrors	90L/54K		
RADIO: AM/FM, Clock, and Bluetooth		585	
SEATS: Cloth Bench, 40/20/40 With Flip Down Console and Driver's Lumbar; Rear: Bench, cloth	1S		
STEERING: Power Assist, Tilt Steering Wheel and Cruise Control		525	
SUSPENSION: Heavy Duty Suspension with Stabilizer Bars	S		
TIRES: Minimum LT275/65SR18E, All Terrain BSW; Full Size Spare on Matching Rim	TCD	LT 275/65RX18E ALL SEASON TIRES	
TIRE: Spare Tire and Jack		512LT 275/65RX18E ALL SEASON TIRES	
TOWING PACKAGE: Factory Installed Class V Hitch, Integrated Electric Brake Controller	52B		
TOW HOOKS: Front, Factory Installed	S		
TRANSMISSION: Automatic 5 or 6 speed	S		
WHEEL BASE: 167"-176"		176	
WIPERS: Intermittent	S		
Color Dark Blue	N1		*Enter price below

Year	Make	Model
2019/2020/2021	FORD F350	XL C&C CREW CAB 4X2

Unit Cost \$30,144.00

Bidder (Vendor)	Contact Person	Contact's Telephone
QUIRK FORD OF AUGUSTA	LEO	430-1621
*Extra Cost for Dark Blue Color	NC	

CLASS/SPEC#	2020-2021 Model Years	ITEM#	F-11
19.5k Crew Cab & Chassis, Dual, 4X4, CA 60"			
GENERAL DESCRIPTION	Crew Cab & Chassis Truck, Heavy Duty, 4 X 4, Dual Rear Wheels, Diesel Engine, Automatic Transmission, Air Conditioning, Tilt Steering, 60" CA With Plow Package		
Specifications	Option Code Required	Notes	Price - If Applicable
ACCESSORY SWITCHES: Factory Installed 4	S		
AIR BAGS: Driver and Passenger	S		
AIR CONDITIONING: Factory Installed	S		
AXLE REAR: 4.88 Limited Step Ratio	X8L		
BATTERY: (2) Two 750 CCA Minimum	S		
BRAKES: 4 Wheel Disc ABS	S		
BUMPER, FRONT: Factory Installed	S		
CAB to AXLE: 60" Minimum	S		
ELECTRICAL: 200 amp Alternator Minimum	S		
ENGINE: Diesel Engine 6.5-7.0 Liter, 300 HP Minimum	6.7 L		
ENGINE BLOCK HEATER: Factory Installed	41H		
ENGINE COOLER: Heavy Duty, Factory Installed	S		
FLOOR: Rubber Mat, Factory Installed	S		
FUEL CAPACITY: Minimum 40 Gallons	S		
GAUGES: Fuel, Oil, Temperature and AMP	S		
GLASS: Tinted	S		
GVWR: Minimum 19,500 Lbs. OPTION 68M	68M		
LIGHTING: Daytime Running Lights	S		
OPTIONS: Mud Flaps - Front; Step Assists or Running Boards; Backup Alarm	61S 76C	18B	
POWER EQUIPMENT: Electric Window Controls, Power Door Locks, Heated Electric Mirrors	90L/54K		
RADIO: AM/FM, Clock, and Bluetooth	585		
SEATS: Cloth Bench, 40/20/40 With Flip Down Console and Driver's Lumbar	1S		
STEERING: Power Assist, Tilt Steering Wheel	S		
TIRES: Minimum LT225/70SR19.5 Rear All Terrain BSW; Front All Season with Full Size Spare on	TGM/512		
TOWING PACKAGE: Factory Installed (Hitch installed by Body Vendor), Electric Brake Controller	52B		
TOW HOOKS: Front, Factory Installed	S		
SNOW PLOW PREP: HD Suspension	473		
TRANSMISSION: Automatic 5 or 6 speed; Trans PTO Access	62R		
WHEEL BASE: 171"-176"	179		
WIPERS: Intermittent	S		
4WD Electronic Shift	213		
Color Dark Blue	N1		*Enter price below

	Unit Cost	
	\$48,360.00	
Bidder (Vendor)	Contact Person	Contact's Telephone
QUIRK FORD	Cheryl Whittington	(207) 624-8261
*Extra Cost for Dark Blue Color	N/C	

DESCRIPTION: Certified Police Vehicle
2020-2021 FORD (UNMARKED) HYBRID
POLICE UTILITY INTERCEPTOR (AWD)
Order Code K8A (AWD 4dr)

- S** **UTILITY POLICE INTERCEPTOR GROUP PACKAGES (66A, 66B)**
- 67H** **Ready for the Road Package: (67H) (96W) (96T)blue/blue lights**
- S** **ALTERNATOR:** 12-Volt 220-Amp with 131-Amp Charge Rate at Idle
- S** **BATTERY:** 12-Volt 92-Amp Hour (20 Hour Rate) Rated by Latest Rev. SAE Std. H8 AGM, 850 CCA Extra Heavy Duty Battery *(if available)*
- 16D** **BADGE DELETE: (16D)**
- S** **COLOR:** Exterior: **Color (TBD)**; Interior: Charcoal
- S** **CRANKCASE OIL COOLER:** External
- 18D** **DECK LID RELEASE:** Remote, Electric
- 99W** **ENGINE:** Minimum CID/Liter Displacement 3.3 V6 **(99W/44B)**
- 153** **FRONT LICENSE PLATE BRACKETT: (153)**
- S** **FLOOR MATS:** Heavy Duty Rubber, Front and Rear
- S** **GAUGES:** Oil Pressure, Water Temperature and Amp meter.
- S** **GLASS:** Tinted Windshield and Side Windows **(92R)**
- 17T 43DL****AMPS:** Dome Lamp Cargo Area **(17T)** Dark Car Feature / Silent Mode **(43D)**
- 549** **MIRRORS : HEATED Exterior (549)** Left and Right Remote Adjust.
- S** **RADIO:** AM/FM
- 60R** **RADIO SUPPRESSION: (60R)**
- 87R 19V** **REAR VIEW CAMERA: (87R)(19V)**
- 85R** **REAR CONSOLE PLATE: (85R)**
- 55F** **REMOTE KEYLESS ENTRY: (55F)only 2 fobs needed**
- 96** **SEATS:** Front Buckets with Power Adjust **(96)** / Vinyl Rear
- S** **SPEEDOMETER:** Face to Read: 0 MPH to 140 MPH, Certified
- 51T** **SPOTLIGHT:** driver only **(51T) (White light w/ blue strobe)**
- S** **STEERING WHEEL:** Tilt
- S** **SYNC:** Voice Activated Communications System. **(53M)**
- 44B** **TRANSMISSION:** Automatic, 10-Speed Heavy Duty Transmission; **(44B)** Column Shift.
- S** **TIRES:** **Goodyear Eagle Enforcer All Weather** V Speed Rated Steel Belted Radials, Size: P245/55R18
- 65L** **WHEELS: (65L)** Heavy Duty Steel Wheels Required, 18-Inch Diameter Full Face Wheel Cover, (Full Size Spare)
- 96W 47A** **ADDITIONAL OPTIONS: (96W) (blue/blue) (60A) (47A) (47C) (21P)**
- 96T** **SHIP THRU CODE: (D9G -31C) CROWN/KERR to install WHELEN P46S2B 12volt Spotlight Bulb (blue/white)**
- S** **WARRANTY:** Manufactures Standard Warranty 5 Year 100,000 mile, (No Deductible)

**DESCRIPTION: Certified Police Vehicle
2020-2021 FORD (UNMARKED)
POLICE UTILITY INTERCEPTOR (AWD)
Order Code K8A (AWD 4dr)**

- S** **UTILITY POLICE INTERCEPTOR GROUP PACKAGES (66A, 66B)**
- 67H** **Ready for the Road Package: (67H) (96W) (96T)blue/blue lights**
- S** **ALTERNATOR:** 12-Volt 220-Amp with 131-Amp Charge Rate at Idle
- 19K** **BATTERY:** 12-Volt 92-Amp Hour (20 Hour Rate) Rated by Latest Rev. SAE Std. H8 AGM, 850 CCA Extra Heavy Duty Battery (*if available*)
- 16D** **BADGE DELETE: (16D)**
- S** **COLOR:** Exterior: **Color (TBD)**, Interior: Charcoal
- S** **CRANKCASE OIL COOLER:** External
- 18D** **DECK LID RELEASE:** Remote, Electric
- 99B** **ENGINE:** Minimum CID/Liter Displacement 3.3 V6 (**99B/44U**)
- 153** **FRONT LICENSE PLATE BRACKETT: (153)**
- S** **FLOOR MATS:** Heavy Duty Rubber, Front and Rear
- S** **GAUGES:** Oil Pressure, Water Temperature and Amp meter.
- 92R** **GLASS:** Tinted Windshield and Side Windows (**92R**)
- 17T** **43DLAMPS:** Dome Lamp Cargo Area (**17T**) Dark Car Feature / Silent Mode (**43D**)
- 549** **MIRRORS : HEATED Exterior (549)** Left and Right Remote Adjust.
- S** **RADIO:** AM/FM
- S** **RADIO SUPPRESSION: (60R)**
- 87R** **REAR VIEW CAMERA: (87R)(19V)**
- 85R** **REAR CONSOLE PLATE: (85R)**
- 55F** **REMOTE KEYLESS ENTRY: (55F)only 2 fobs needed**
- 96** **SEATS:** Front Buckets with Power Adjust (**96**) / Vinyl Rear
- S** **SPEEDOMETER:** Face to Read: 0 MPH to 140 MPH, Certified
- 51T** **SPOTLIGHT:** driver only (**51T**) (**White light w/ blue strobe**)
- S** **STEERING WHEEL:** Tilt
- S** **SYNC:** Voice Activated Communications System. (**53M**)
- 44U** **TRANSMISSION:** Automatic, 10-Speed Heavy Duty Transmission; (**44U**) Column Shift.
- S** **TIRES: Goodyear Eagle Enforcer All Weather V** Speed Rated Steel Belted Radials, Size: P245/55R18
- 65L** **WHEELS: (65L)** Heavy Duty Steel Wheels Required, 18-Inch Diameter Full Face Wheel Cover, (Full Size Spare)
- 96W 96T** **ADDITIONAL OPTIONS: (96W) (blue/blue) (60A) (47A) (47C) (21P)**
- DLR** **SHIP THRU CODE: (D9G -31C) CROWN/KERR to install WHELEN P46S2B 12volt Spotlight Bulb (blue/white)**
- S** **WARRANTY:** Manufactures Standard Warranty 5 Year 100,000 mile, (No Deductible)

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.