

MA 18P 20031100000000000117
NEW

State of Maine



Master Agreement

Effective Date: 04/15/20

Expiration Date: 12/31/21

Master Agreement Description: Traffic Paint - Fast Dry Waterborne

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

Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000031151

Vendor Name

FRANKLIN PAINT COMPANY, INC

Alias/DBA

Vendor Address Information

259 COTTAGE ST

FRANKLIN, MA 02038

US

Vendor Contact Information

Lawrence Boise
508-528-0303 ext.
larry@franklinpaint.com

Commodity Information

Vendor Line #: 1
Vendor Name: FRANKLIN PAINT COMPANY, INC
Commodity Line #: 1
Commodity Code: 63066
Commodity Description: Paints, Traffic
Commodity Specifications:
Commodity Extended Description: Traffic Paint - Fast Dry Waterborne.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
1		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Traffic Paint	0.0000 %	
	Discount Start Date	Discount End Date
	04/15/20	12/31/21

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:
 4/15/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

Franklin Paint Company, INC

DocuSigned by:
 4/15/2020
E68058081DB74AA...

Signature Date

Sarah Buskey, Director of Operations

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 200311-117

Commodity: Traffic Paint - Fast Dry Waterborne

Master Agreement Competitive Bid RFQ: 17A 200204-230

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

Name: Sarah Buskey **Tel:** 508-528-0303 **Email:** sarah@franklinpaint.com

Prices: Prices will be held firm for the duration of the contract period. 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.

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

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

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

Specifications

FEES IMPOSED: Under title 22, chapter 252, Lead Poisoning Control Act, beginning July 1, 2006, a fee was imposed to manufacturers or wholesalers of paint sold in the State of Maine to support the Lead Poisoning Prevention Fund under section 1322-E. The fee is imposed at the manufacturer’s or wholesaler’s level in the amount of \$.25 per gallon of paint. The fee is paid once per year by the corporate owner of the brand name or private label covering all the Maine paint sales for that company. The deadline for submission of payment of the fee is April 1st for

paint sales during the preceding calendar year. Vendors are hereby informed of the existence of this fee, and there will be no adjustments to awarded bids because of this fee. For more information about the Lead Poisoning Prevention Fund and the paint fee, see <http://www.maine.gov/dhhs/eohp/>

PRODUCT SPECIFICATIONS: Fast Dry Waterborne Traffic Paint as per technical specifications.

QUANTITIES: The quantities listed are the estimated requirements for the Maine Department of Transportation for the coming year. This is an estimate only and is neither the minimum or maximum amounts that may be ordered.

Yellow –	170,000 gallons
White –	100,000 gallons
Green –	1,000 gallons
Brick Red –	1,000 gallons
Black –	100 gallons
Blue –	100 gallons

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders against the Master Agreement (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5000.00 or less will be emailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5000.00 will workflow to the Division of Purchases' buyers for approval and encumbrance. The Division of Purchases will email the .pdf order to the Vendor.

INVOICES: Separate invoices are required for each order number. All invoices must reference the Master Agreement Number and the Customer Number. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be invoiced within 30 days of delivery and payment in accordance with the commodity terms and conditions attached to the contract. Electronic (or email) invoicing is preferred. The invoices shall reflect the agreed upon methodology of the attached Advantage Price Spreadsheet. The State of Maine will add the \$0.25 DHHS fee to each individual price quoted for the final price.

DELIVERY: Delivery time may be a factor in this award. Contractor will be responsible for delivery of materials in first-class condition at the point of delivery and in accordance to good commercial practice. All deliveries will be delivered to the stated destination in a two weeks of order date. Paint is to be delivered in a minimum of two hundred and fifty (250) gallon containers per the vendor's standard totes as agreed with DOT Traffic Division. The totes shall be clearly labeled with the contract number (MA); the words "Fast Dry Yellow or White Waterborne Traffic Paint", batch number; paint, tare and gross weights; date manufactured; and name of manufacturer as per TT-P-1952F-Section 5.1. Empty totes shall be recovered as

agreed upon with Maine DOT Traffic Division. There will also be 55-gallon drums and 5 gallon pails ordered as needed. If required deliveries cannot be confirmed or if a delay develops after confirmation, then the State of Maine, at its discretion, may:

- A. Order from another source.
- B. Recover the difference in unit price from the vendor.
- C. Recover disruption expenses.

DELIVERY LOCATIONS:

Three main delivery locations:

- Augusta- 121 Leighton Rd, Augusta ME 04333
- Turner- Route 4 Fern St, Turner ME 04282
- Bangor- 219 Hogan Road, Bangor ME 04401

Five satellite locations:

- Hancock – 327 Thorsen Rd. Hancock, ME. 04640
- Bar Harbor- 1061 State HWY 102, Bar Harbor ME 04609
- Sedgewick- 279 Snow's Cove Road, Sedgwick ME 04676
- Jonesboro- 645 US Route 1, Jonesboro ME 04648
- Caribou- 25 Carroll St, Caribou ME

MINIMUM ORDERS: Indicate in the notes in the VSS if your bid submission requires minimum orders.

SDS CLAUSE: The Maine Chemical Substance Identification Law (26MRSA) requires all manufacturers, importers, suppliers, and distributors of hazardous chemicals doing business in the State of Maine to provide a copy of the current Safety Data Sheet (SDS previously known as Material Safety Data Sheet - MSDS) for any direct purchaser of that chemical with a copy to be forwarded to the Division of Purchases.

REPORT OF PURCHASES: Contractor is required to furnish the Director of Purchases with a detailed summary of total purchases made under this contract on a minimum of a quarterly basis. This may be required more frequently such as monthly, during the contract period.

PROCUREMENT CARD: State of Maine 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.

TAXES: The State of Maine is exempt from the payment of federal excise taxes and State sales taxes. Exemption certificates may be furnished upon request from the Division of Purchases.

EXTENSION OF CONTRACT: The Director of Purchases may, with the consent of the Contractor, extend the contract period beyond the indicated expiration date if in the best interest of the State of Maine.

CANCELLATION OF CONTRACT: The Division of Purchase reserves the right to cancel a contract upon a thirty day written notice, or cancel immediately if the contractor does not conform to the Terms and Conditions (and attachments) of this Contract.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
SPECIFICATION FOR FAST DRY WATERBORNE
TRAFFIC PAINT

1. SCOPE:

This specification describes 100% acrylic type, low VOC, fast drying, white, yellow, and other colors as listed, waterborne traffic paints that can be used on bituminous and Portland cement concrete pavements.

2. APPLICABLE SPECIFICATIONS:

Federal specification TT-P-1952F (Paint, Traffic and Air Field Marking, Waterborne), Federal Test Method Standard 141c. American Society for Testing and Materials (latest revision) as referenced. American Association of State Highway and Transportation Officials (AASHTO) Materials, Specifications and Tests.

3. GENERAL REQUIREMENT:

3.1 The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.

3.2 The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.

3.3 The paint shall not liver, thicken, curdle gel, settle excessively, or otherwise show any objection properties while in storage and in use. It shall be readily remixed manually to smooth, uniform consistency throughout and during application.

3.4 The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistance traffic line.

4. APPLICATION:

4.1 This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed on wet paint film of 15+ 1 mils (110- 115 square feet per gallon) at a rate of 8 pounds per gallon.

4.2 The lines shall be applied with airless or air assisted spray equipment so as to have the paint at a temperature of 150°F maximum in the heat exchanger and 120-140°F at the spray nozzle. The maximum no-tracking time shall not be exceeded when the pavement temperature is greater than 50°F, under humidity conditions of 80% or less on dry pavement.

5. STANDARD COMPOSITION:

5.1 The composition of the **white paint** shall comply with the following:

5.1.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Rohm Haas Fastrack 3427, or Dow DT-250 or an equivalent, pre-approved by the State. (The State will, as its option, to assure that the specified binder is used).

5.1.2 Titanium Dioxide (ASTM D1394), Rutile Type II 1 lb./gal. Min.

5.1.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.1.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by vol.

5.1.5 Total non-volatile in vehicle 42% Min. by weight

5.1.6 Lead (ASTM D3335) 0.06% Max.

5.1.7 VOC (ASTM D3960) 1.25 lb. /gal. (150 g/l) Max.

5.1.8 Weight per gallon (ASTM D1475) 14.0 + 0.3 pounds

5.1.9 pH of the paint 9.6 Min.

5.1.10 The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140°F.

5.2 The composition of the **yellow paint** shall comply with the following:

5.2.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Dow DT-250 or Rohm Haas Fastrack 3427, or an equivalent, pre-approved by the State. (The State will, as its option, to assure that the specified binder is used.) The yellow pigment shall be Yellow #65, Yellow #75, or Yellow #83.

5.2.2 Titanium Dioxide (ASTM D1394), Rutile Type II 0.2 lb./gal. Max.

5.2.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.2.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by Vol.

5.2.5 Total non-volatile in vehicle 42% Min. by weight

5.2.6 Lead (ASTM D3335) 0.06% Max.

5.2.7 VOC (ASTM D3960) 1.25 lb./gal. (150g/l) Max.

5.2.8 Weight per gallon (ASTM D1475) 13.6 + 0.3 pounds

5.2.9 pH of the paint 9.6 Min.

5.2.10 The paint shall be rated as non-combustible. The close cup flash point shall not be less than 140°F.

6. DETAILED REQUIREMENT:

6.1 Viscosity: The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.

6.2 Condition in Container: The paint as received shall show no livering, skinning, mold growth, purification, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.

6.3 Grind: The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.

6.4 Drying Time: The paint shall dry in not more than 10 minutes at 77°F when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.

6.5 Color: The white traffic paint shall match Federal Test Standard 595 No. 37925. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). For yellow the color shall closely match Federal Test Standard 595 No. 33538. Other colors listed below. Color determination shall be made without bead at least 24 hours after application.

Green – 2252U Pantone Color

Black – 37038

Blue – 299U Pantone Color

Red – 7622U Pantone Color

6.6 Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952F, Section 4.5.5., using a ½” mandrel bends.

6.7 Dry Opacity: The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.

6.8 Daylight Reflectance: The daylight directional reflectance of the white paint shall not be less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.

6.9 Bleeding: The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952F.

6.10 Scrub Resistance: The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.

6.11 Freeze-Thaw Stability: The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952F.

6.12 No Track Time: The paint shall dry to a no tracking condition in no more than 75 seconds. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils (381 microns) with white or yellow paint covered with glass beads at a rate of 6 pounds per gallon (719 grams per liter). The paint lines for this test shall be applied with the striping equipment operated so as to have the paint at temperatures up to 140°F (60°C) at the spray orifice. This maximum tracking time shall not be exceeded when the pavement temperature varies from 50°F (10°C) to 120°F (49°C), and under humidity conditions of 80% or less providing that the pavement is dry. The no tracking time shall be determined by passing over the paint line 75 seconds after paint application, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour (48 to 64 kilometer per hour) with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet (15.3 meters) from the point where the test vehicle has crossed the line shall be considered as showing no tracking and conforming to the requirement for

field drying conditions. This field dry time test shall be used for production samples only.

6.13 Heat Stability: The paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Krebs Units when tested in accordance with TT- P-1952F.

6.14 Dry Through (Early Washout): A 15 mil wet film of the paint placed immediately in a humidity chamber maintained at 72.5°F+ 2.5°F and 90%+ 3 relative humidity shall have a “dry-through” time less than or equal to the specifier’s laboratory reference paint film when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.

6.15 Storage Stability: When stored in a three-quarters filled can for a period of thirty days, the paint shall be in a homogeneous state with no skinning, curdling, hard settling or caking that cannot be readily remixed.

LOW TEMPERATURE PAINT

6.16 Low Temperature paint shall be formulated to perform with air temperatures as low as 35 degrees at a wet film thickness of 15 mils.

Requirements for Low Temperature WHITE and YELLOW Traffic Paint

PROPERTY	TEST METHOD	REQUIREMENTS
Binder	ASTM D2621 infrared analysis	
Total solids	ASTM D3723	60% min by volume
Pigment	ASTM D3723	58% to 62% by weight
Lead	ASTM D3335	0.06% max
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setaflash	>93°C (>200°F)
Viscosity (krebs units)	ASTM D562	75 min to 90 max. @ 25°C (77°F)***
Drying time	ASTM D711 with wet film thickness of 15 mils	10 minutes max. @ 25°C (77°F)
Dry opacity (contrast ratio)	ASTM D2244 with wet film thickness of 15 mils	0.98 min.
Freeze-thaw stability	FSS TT-P-1952D	</=10 % change
Heat Stability (krebs units)	FSS TT-P-1952D	</=10 % change
Color		See section 2.4

*****Viscosity:** Paint falling within the requirements will not be rejected. However, manufacture shall strive to provide paint between 84-88 kreb units as this our optimal operating viscosity.

6.18 Condition in Container: See Section 6.2.

6.19 “No Track” Time – The “No Tracking” condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils with white or yellow paint covered with glass beads at a rate of 8 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The “No Tracking” time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from

a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing “No Tracking” and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

Paint Type	Low Temperature
Pavement Temperature	35°F to 50°F
“No Track” Time	10 minutes

6.20 Material Safety Data Sheets: (OSHA form 20 or equivalent) pertinent to all materials in this product shall be provided with each delivery.

6.21 Storage Stability: See Section 6.15

7. PACKING STAINLESS STEEL WITH LINERS OR PLASTIC CONTAINER TOTES WITHOUT LINERS AND RUST RESISTANT

All materials furnished under these specifications shall be shipped in strong, new five (5) gallon buckets, new fifty-five (55) gallon drums, reusable two hundred and seventy-five (275) gallon or reusable two hundred and fifty (250) gallon stackable tote containers as called for. All paint regardless of container type shall be screened with a #60 screen prior to packaging.

7.1 Stainless steel containers (totes) will have a capacity of two hundred-fifty (250) gallons. Each tote will be filled with 250 gallons of paint with a minimum amount of water shall be floated on the surface to prevent skinning.

7.1.1 These refillable containers (totes) shall have a lever operated 2” bottom outlet valve. Totes shall be constructed of sufficient strength to withstand repeated use of filling and transporting to avoid leakage over the life of these totes. These totes shall be mounted on a platform which will serve as a skid for easy forklift handling. All totes will be the property of the bidder and the bidder shall have an adequate quantity of totes to meet the paint delivery schedule.

7.2 This specification covers caged bottle paint totes (a.k.a. composite intermediate bulk containers (IBCs)) made of blow-molded high molecular high density polyethylene (HDPE) enclosed by a galvanized square tubular steel cage. Included are requirements for materials, construction, tolerances and workmanship. Tote capacity is 275 gallons (1,040 L).

7.2.1 The material used shall be HDPE resin as compounded and certified by the manufacturer. The HDPE resin shall contain a U.V. stabilizer as compounded by the resin manufacturer. The frame and the pallet shall be zinc galvanized tubular steel.

7.2.2 Totes shall be reusable HDPE intermediate bulk containers capable of handling bulk liquids of 1.9 specific gravity. Foot print dimensions shall not exceed 48 inches for either width or depth. Totes shall be UN / D.O.T certified for shipping and handling of bulk liquids with a maximum of 1.9 specific gravity as required by Code of Federal Regulations (CFR) Title 49 Part 178. Totes shall have a base that allows four-way forklift and pallet jack handling. The totes shall be capable of being stacked a minimum of two high when completely filled with paint.

7.2.3 The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, dried paint, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel. Fine bubbles are acceptable with tanks to the degree in which they do not interfere with proper fusion of the resin melt.

Bottom Drain Valve. 2" (51mm) BANJO full port polypropylene bolted ball valve with a 2" (51mm) male quick disconnect fitting. Includes dust cap and cap lanyard. The valve and disconnect shall be leak free and compatible with waterborne paint. Top Fill Lid The top lid shall be a 6" screw cap style lid and shall be easily opened by hand. The screw cap shall have a 2" bung incorporated into it to provide a vacuum vent.

Gallonage Marker Tote shall have a molded-in gallon marker for at-a-glance monitoring. Certification Tote shall have markings for U.N. / D.O.T. shipping classification, capacity, tare mass, the month, day and year of manufacture, and manufacturer name, city and state as required by CFR 49 Part 178.703. Totes shall have either a document holder attached or direct stenciling to the side that will clearly convey the company name, color of paint, quantity of paint contained, batch number, formula code and other information as may be specified / requested by the MaineDOT

7.3 All totes shall be completely cleaned and flushed inside, to the satisfaction of the Maine Department of Transportation Traffic Office before refilling.

7.4 4.3 Fifty-five (55) gallon containers (drums) must be new and rust resistant. Drum manufacturer shall stamp all drums that it is approved for UN 1A2 which means open top steel drums & US Department of Transportation Hazardous Materials shipping regulations. Drums shall have the type of removal head which conforms to ICC specification. The drums shall have an epoxy phenolic coating. Disposable plastic drum liners or fiber pack drums shall not be accepted. The drums shall be filled with fifty-five (55) gallons of pigment binder. Volume measurements shall be based on 25°C (77°F). Drums shall be provided with reusable gasket of a type, which will prevent the paint from skinning during storage and shall be equipped with outside locking rings or clamps.

7.5 4.4 Five (5) gallon containers (pails) shall be new and made of a plastic material. Pails shall have resealable covers and be equipped with wire bail or handles. Each container shall be so filled that weight of the material within the pail shall be accurately determined at 25°C (77°F), and the gallon capacity of the pail identified.

7.6 4.5 Each container shall be legibly marked with the name of the manufacturer, the type, color and quantity of paint, the manufacturer's lot (batch) number and date of manufacturer.

Each container shall also be marked using the Hazardous Material Identification System (HMIS) label.

8. SAMPLING AND INSPECTION:

8.1 The authorized Department inspector shall have free access to the manufacturing plant for sampling, inspecting, and testing the raw materials entering into the paint and for observing the weighting of the raw materials going into the batches and the process of the manufacture. The manufacturer shall furnish every reasonable facility for sampling and testing and for sealing the containers of the paint samples before and during manufacture. Samples adequate for testing shall be furnished free of charge by the manufacturer. Random samples at the manufacturing plant or at the point of delivery may be subjected to both chemical and physical analysis and if found to be of unsatisfactory quality, the materials they represent will be rejected. The methods of analysis shall be those approved by the "American Society for Testing and Materials" or otherwise specified in the applicable material specifications.

8.2 The accepted manufacturer of the paint shall take 3 one-pint samples from the batch, nearest to the completion of production of each 4,000 gallons and shipped all without charge to.

MaineDOT
Attn: Mark Alley
Central Laboratory
219 Hogan Road,
Bangor, ME. 04401

8.5 The manufacturer shall have sufficient capacity of his plant to produce a minimum of 5,000 gallons of MDOT paint per 8-hour day.

Note: All delivered material shall conform to the certified analysis. All deliveries will be tested for specification compliance. Any material not conforming will be rejected and removed at the vendor's expense. Final acceptance and testing shall be made at the point of application. Invoices will not be paid until conformation has been given by the lab that the material has met specifications. If a paint batch does not meet specifications, the lab will provide the test results in writing to the vendor. If a paint batch fails, the entire batch will be rejected.

Point of Application: Sampling will consist of running off 2 to 3 gallons from the lower hose connection of the tote to allow for a more consistent sample, and then running paint into a quart size sampling can for testing at the state lab. If the initial sample does not pass, a second sample from the same tote will be taken to verify the initial test results.

If the vendor fails three (3) lab specification tests or delivery dates, the State may repurchase the product from any other source without competitive bidding, and the original vendor may be liable to the State for any excess costs. Under the same circumstances, the State of Maine also reserves the right to cancel the contract and go to the next lowest bidder where the original vendor may be liable to the State for any excess costs.

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

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

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

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any

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

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

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

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles 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 agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix A

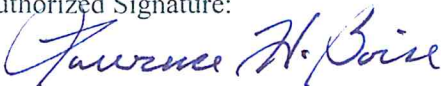
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Franklin Paint Company, Inc.		
Chief Executive - Name/Title: Lawrence H. Boise, President & CEO		
Tel: 508-528-0303	Fax: 508-528-8152	E-mail: larry@franklinpaint.com
Headquarters Street Address: 259 Cottage Street		
Headquarters City/State/Zip: Franklin, MA 02038		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Sarah Buskey, Director of Operations		
Tel: 508-528-0303	Fax: 508-528-8152	E-mail: sarah@franklinpaint.com
Street Address: 259 Cottage Street		
City/State/Zip: Franklin, MA 02038		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Lawrence H. Boise	Title: President & CEO
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 02-11-2020


Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Lawrence H. Boise	Title: President & CEO
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 02-11-2020

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 17A 200204-230
Traffic Paint – Fast Dry Waterborne

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 MINIMUM QUANTITIES**
FREIGHT WILL BE CHARGED ON LESS THAN TRUCKLOAD QUANTITIES

☐ No

Name of Company:

Franklin Paint Company, Inc.

Address:

259 Cottage Street, Franklin, MA 02038

Signature:



Date:

02-12-2020

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
2023-5	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Black Hydrophast, 5 Gal	GAL	\$11.47	2
2028-B	FRANKLIN PAINT COMPANY, INC	Traffic Paint, White, Cold Weather, 250 Gal Tote	GAL	\$11.74	2
2029-B	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Yellow, Cold Weather, 250 Gal Tote	GAL	\$12.93	2
2036-5	FRANKLIN PAINT COMPANY, INC	Traffic Paint, White, 5 Gal	GAL	\$9.39	2
2036-55	FRANKLIN PAINT COMPANY, INC	Traffic Paint, White, 55 Gal Drum	GAL	\$9.09	2
2036-B	FRANKLIN PAINT COMPANY, INC	Traffic Paint, White, 250 Gal Tote	GAL	\$8.34	2
2037-5	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Yellow, 5 Gal	GAL	\$10.58	2
2037-55	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Yellow, 55 Gal Drum	GAL	\$10.28	2
2037-B	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Yellow, 250 Gal Tote	GAL	\$9.53	2
2252U	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Green Hydrophast, 2252U Pantone,5 Gal	GAL	\$12.02	2
299U	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Blue Hydrophast, 299U Pantone,5 Gal	GAL	\$11.37	2
7622U	FRANKLIN PAINT COMPANY, INC	Traffic Paint, Brick Red Hydro,7622U Pantone,5 Gal	GAL	\$13.97	2