

MA 18P 21011300000000000065

NEW

State of Maine



Master Agreement

Effective Date: 02/01/21

Expiration Date: 01/31/22

Master Agreement Description: Water Tank - 2,000 Gallon, Elliptical Leg w/Bands

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

Cheryl Whittington 207-624-8261 ext. Cheryl.A.Whittington@Maine.gov

Agreement Reporting Categories

Authorized Departments

17D MOTOR TRANSPORT
ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000036943

Vendor Name

HOWARD P FAIRFIELD INC

Alias/DBA

Vendor Address Information

9 GREEN ST

SKOWHEGAN, ME 04976

US

Vendor Contact Information

Dan Matchett
207-474-9836 ext.
danmatchett@hpfairfield.com

Commodity Information

Vendor Line #: 1
Vendor Name: HOWARD P FAIRFIELD INC
Commodity Line #: 1
Commodity Code: 55770
Commodity Description: Water Tank - 2,000 Gallon, Elliptical Leg w/Bands
Commodity Specifications:
Commodity Extended Description: Water Tank - 2,000 Gallon, Elliptical Leg w/Bands.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
30		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Water tank	0.0000 %	
	Discount Start Date	Discount End Date
	02/01/21	01/31/22

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.

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, Warranty
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price Sheet, Quote
<input checked="" type="checkbox"/>	Other – Appendix E, Certifications, Appendix F MaineDOT Terms and Conditions

RIDER A
Scope of Work and/or Specifications
MA 18P 210113-065

Commodity: Water Tank - 2,000 Gallon, Elliptical Leg w/Bands

Master Agreement Competitive Bid RFQ: 17D 201123-116

Contract Period: Through January 31, 2022. The State of Maine with vendor approval can opt to issue up to three (3) 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: Steve Holston **Tel:** 207-474-6526 **Email:** steveholston@hpfairfield.com

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.

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).

Using Departments: The primary using department of this Master Agreement will be The Maine Department of Transportation however all State of Maine departments and agencies will be able to utilize it.

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.

Estimated First Year Usage: MaineDOT expects to purchase two (2) units during the first year of the Master Agreement. Actual purchases will depend on funding and bid pricing. Usage in future years and by other State of Maine Agencies is unknown.

INTENT

The purpose and intent of these specifications are to describe Elliptical Leg Water Tank with Bands. The Elliptical Leg Tank shall have a minimum of 2,000 gallon of water capacity. The tank shall be of polyethylene design and come with all attaching hardware to be skid mounted. It must be of rugged design and construction throughout in order to dependable service under severe operating conditions, and optimum performance and production capabilities.

COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the tanks pursuant to these specifications. Any part or detail which makes the tanks complete and ready for service shall not be omitted, even though such part is not mentioned in these specifications.

CONFORMITY

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the tank industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all tanks provided by the manufacturer should be interchangeable.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

It is understood that all specifications are minimums. Equivalent bid specifications may be considered. To have an "Equivalent Bid Specification" evaluated, the bidder must provide specifications and details for all specifications bid as "Equivalent Bid Specification." Bids missing this information may be rejected.

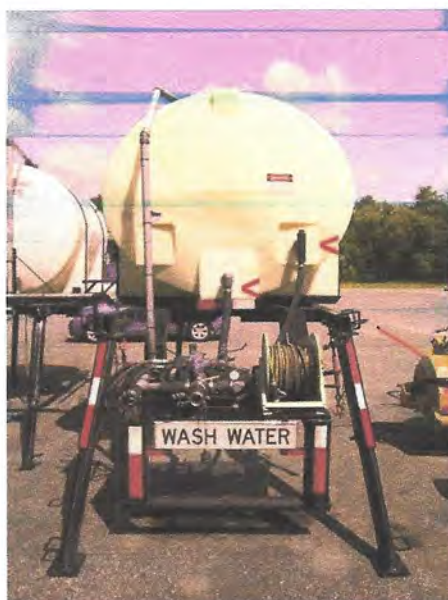
The following abbreviations must be used:

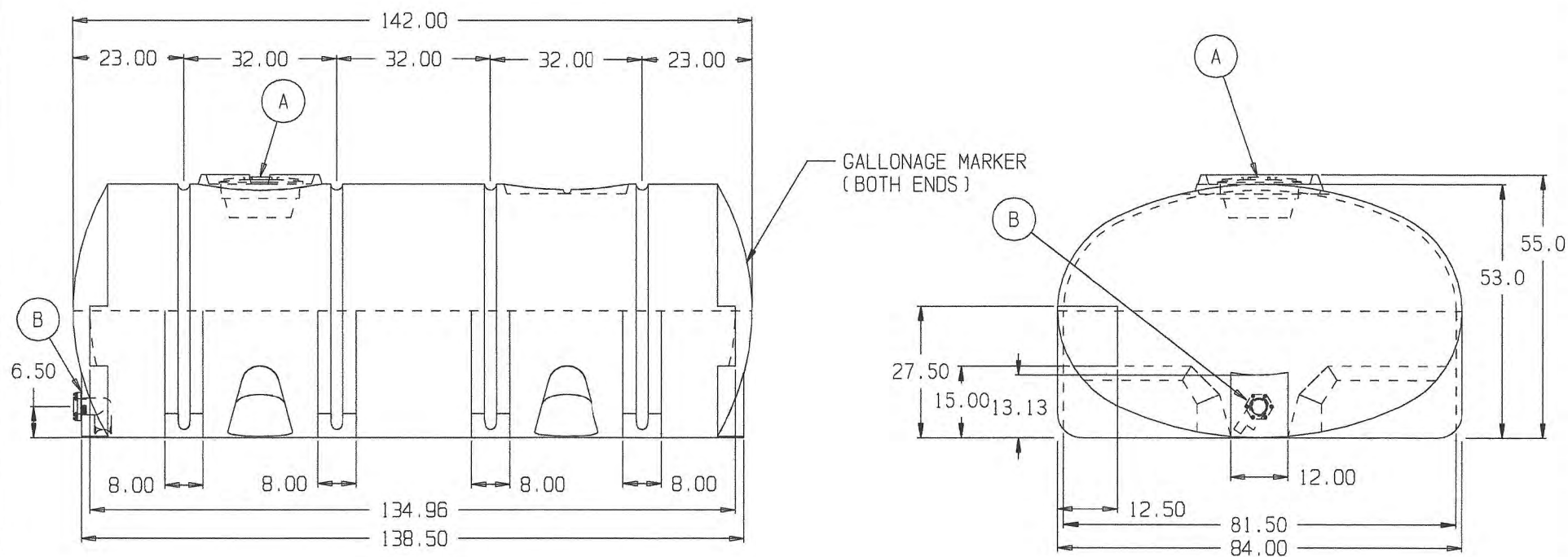
X	Standard or as specified
N/A	Not Available
DI	Dealer Installed
EQ	Equivalent Bid Specification

	1.0 TANK	Abbreviation	Actual Dimension	Notes
1.1	Tank capacity shall be a minimum of 2,000 gallons and a maximum 2,600 gallons or an approved equivalent bid specification.	X		
1.2	Tank shall be of high-density polyethylene design.	X		
1.3	Tank shall have a minimum 16 inches vented lid.	X		18"
1.4	Tank shall be of translucent design for fluid level viewing.	X		
1.5	Tank shall have gallon indicator on the tank.	X		
1.6	Tank shall have ultra-violet protection.	X		
1.7	Tank shall have a 3 inch drain fitting with a 2 inch reducer that is NPT threaded.	X		
1.8	The tank shall have second 3 inch port midway up the tank with a 2 inch reducer that is NPT threaded or an approved equivalent bid specification. This port will be on the end with the drain to the left or right side of the tank.	X		
1.9	Tank shall come with required quantity of tie downs to attach the tank to a platform/trailer.	X		

1.10	Tank shall have interior baffles. (No Baffle Balls)	X		NO BAFFLE BALLS/SEE DRAWING/ NOT FULL HEIGHT BAFFLES
1.11	The width shall be a minimum of 81 inches and shall not exceed a maximum a width of 84 inches.	X		84"
1.12	The maximum height shall be 68 inches or an approved equivalent bid specification.	X		55" TALL
1.13	The maximum length shall be 155 inches or an approved equivalent bid specification.	X		142" LONG
	2.0 WARRANTY	Abbreviation	Actual Dimension	Notes
2.1	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
	3.0 GENERAL	Abbreviation	Actual Dimension	Notes
3.1	Tank must be fully inspected, serviced, fully assembled, and ready to work upon delivery.	X		
3.2	Be it known that these specifications are a minimum and that bids will be evaluated on based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	X		
3.3	MaineDOT Fleet Services reserves the right to pre-inspect the equipment before delivery.	X		
3.4	All bid pricing shall include shipping and delivery to Maine Department of Transportation Fleet Services, 66 Industrial Dr., Augusta, ME 04333.	X		

	4.0 SERVICE	Abbreviation	Actual Dimension	Notes
4.1	Vendors must provide a list of bidder service center locations.	X		
	5.0 BID SUBMISSION	Abbreviation	Actual Dimension	Notes
5.1	<p>In addition to required information as exhibited in the specifications, the Bidder shall also provide:</p> <ul style="list-style-type: none"> • Warranty and any extended warranty data for tanks • Drawing of the tank layout design and measurement are required. • Failure to supply the required documentation may render the bid non-responsive. 	X		





STANDARD OUTLET SPECIFICATION * H *

- A. 18" PE THREADED-VENTED MANWAY W/15" ACCESS [P/N 34700087].
- B. 3" PP DBL FLANGED BOLTED FTG SHORT SIPHON TUBE ASSY W/EPDM GASKET & SS BOLTS [P/N 34700844].

BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE

(all dimensions in inches)

PART # TANK: 1002300C-- (M)

2000 GALLON ELLIPTICAL LEG TANK

REF#: 00000

11/21/08





LIMITED WARRANTY AND REMEDIES

PLEASE READ CAREFULLY

This is a LIMITED WARRANTY. It covers rotationally molded, plastic products, manufactured by Snyder Industries, LLC.

The WARRANTOR is Snyder Industries, LLC., 6940 O Street, Suite 100, Lincoln, Nebraska 68510, telephone (402) 467-5221.

The DURATION of the warranty varies according to product categories, as these are set forth on the reverse side of this warranty, and are incorporated herein by this reference. The warranty period commences with the DATE OF MANUFACTURE OF THE PRODUCT.

The Warrantor WARRANTS to the Buyer that the product(s) sold hereunder are free from defects in material and workmanship, under normal use and service, in the hand of the original purchaser.

NORMAL USE AND SERVICE REQUIRE that certain conditions be met with respect to the product(s) sold hereunder. These conditions vary according to product categories; however, the following conditions are of general application, to all products:

1. Excessive weight of strainers, shut-off valves or hoses must not be carried by the outlets of any product.
2. Use of any product must conform to all local, state and federal regulations or laws.
3. Assembly and installation instructions must have been observed.
4. Use of any product must conform to the design limitations of the product.
5. Use of any product must be in a suitable environment, including, but not limited to determining compatibility with any chemicals which may come into contact, and limiting service temperatures to a maximum of 100 degrees F. Consult the manufacturer for chemical temperatures above 100 degrees F.
6. Sharp blows to products must be avoided.

NORMAL USE AND SERVICE CONDITIONS pertaining to specific product categories are listed on the reverse side of this warranty, and are incorporated herein by this reference.

UNLESS THESE REQUIREMENTS FOR NORMAL USE AND SERVICE ARE OBSERVED, THE PRODUCTS HEREUNDER ARE SOLD "AS IS," AND WITHOUT ANY WARRANTY WHATSOEVER. NORMAL USE AND SERVICE DOES NOT INCLUDE, nor provide a remedy where damage results from breakage during shipment, vandalism, flood, fire, or other acts of God, modification or use of a product in a modified form or use of the product in an environment with which it is not compatible.

REMEDY OF THE BUYER IS LIMITED TO the replacement of any defective product (or its component, where applicable), FOB point of manufacture, or the allowance of credit therefor, at Warrantor's election, less an allowance for credit based on a percentage of the Buyer's original cost. This remedy is subject to an examination of the claimed product by an authorized representative of the Warrantor, disclosing to the satisfaction of the Warrantor, that said materials or workmanship were defective at the time of purchase. THE BUYER'S REMEDY UNDER THIS WARRANTY DOES NOT INCLUDE REPLACEMENT OF ANY MATERIAL LOST THROUGH LEAKAGE, OR DAMAGES FOR INJURY TO PERSONS OR PROPERTY CAUSED BY SUCH LEAKAGE.

Hardware, fittings, steel accessories, and other non-manufactured items, are NOT covered by this Warranty, but may be covered by original manufacturer's warranty.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE, AND EXPRESSLY IN LIEU OF ALL OTHER BUYER REMEDIES, INCLUDING ANY REMEDIES FOR THE COLLECTION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND APPLY TO ALL WARRANTIES AS TO THE PRODUCT SOLD, WHATEVER THEY MAY BE DETERMINED TO BE EXPRESS OR IMPLIED. The Buyer shall not, in any event, be entitled to any amount of damages in excess of the purchase price of the product(s) sold hereunder.

DURATION OF WARRANTY

Durations of warranty periods are:

- a. Two (2) years, in the case of i.) mini-bulk tanks, and ii.) proprietary non-tank products.
- b. Three (3) years, in all other cases of proprietary products.
- c. Five (5) years, on specific gray, HD tanks as noted in Ag Price List.
- d. In all other cases, with written confirmation.

NORMAL USE AND SERVICE CONDITIONS

The following conditions apply to specific product categories:

- a. Horizontal Tanks
 - i. The tank must be supported with a full cradle which supports the bottom one-third (1/3) of the circumference of the tank for the entire length of the tank.
 - ii. The tank must be restricted within the full cradle, in such a manner as to prevent it from moving upon the cradle.
 - iii. Any tank which is mounted or installed in proximity to a motor or machine, must be fitted with a shield protecting the tank from any machine or vehicle generated heat.
 - iv. Agitator fittings for horizontal tanks are not recommended for use with roller or high-pressure pumps.
- b. Vertical Tanks (flat or cone bottom)
 - i. The tank (and stand) must be installed at ground level, upon a stationary, flat, level, solid surface, free from foreign objects.
 - ii. Any tank (and stand) used upon a nurse vehicle must be both chocked and secured to the vehicle platform. Chocks must be secured to the platform on all four sides of the tank, to prevent sliding.
 - iii. Any installation site should be above any known flood plain or possible water saturation. The soil must be stable and compact.
 - iv. Whether upon installation site or a nurse vehicle, where a tank is anchored or secured in place by use of the molded-in-tie-down lugs, any anchor line tension must be moderate.
- c. All Tanks
 - i. All tanks are sold "as is," unless, (1) Prior to placing into service, tanks are filled with water, and visually inspected while full, for signs of leaks (especially those which may result from fittings loosening during shipment) and any other damage which may have occurred during handling and shipping of the tank; and, (2) we are so notified in writing.
 - ii. The design, specific gravity rating of any tank must be observed in every application, ensuring that the weight-per-gallon of the proposed liquid is not above the rating of the tank proposed for use. Specific gravity ratings on commercial and agricultural tanks are not in compliance with ASTM D-1998

- standards. Applications requiring ASTM compliance can be met with SII industrial tanks. Please consult the manufacturer for more information.
- iii. Although most chemicals and non-stress cracking agents can be safely used in polyethylene tanks, compatibility must be determined. When the Buyer has no prior experience with, or is uncertain about the usage, he must contact the manufacturer for information and advice as to compatibility.

Record and retain a copy of the following information in the advent of a warranty question: tank part number, tank serial number, tank description/size, date of purchase, name of distributor supplying the tank, date of water pre-test, water pre-test observations, chemical stored, and tank use temperature.

The procedure for seeking a warranty adjustment is:

- Notify the Warrantor promptly of any claim of defect.
- Warrantor approval is necessary for any adjustment.
- If return of a product is necessary, such return must be shipped freight prepaid by the Buyer, and must have the Warrantor's prior authorization.
- For complete information and instructions contact the Warrantor.

Snyder Industries, LLC.
6940 O Street, Suite 100
Lincoln, Nebraska 68510
402-467-5221
Fax: 402-465-1220

www.snydernet.com

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.

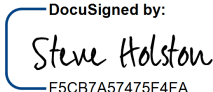
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

COVER PAGE

Bidder's Organization Name: Howard P Fairfield		
Chief Executive - Name/Title: Phil Nagle, President		
Tel: 603-223-6599	Fax: 207-474-6526	E-mail: philnangle@hpfairfield.com
Headquarters Street Address: 554 Maple St		
Headquarters City/State/Zip: Hopkinton NH 03229		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Steve Holston		
Tel: 207-468-8453	Fax: 207-474-6526	E-mail: steveholston@hpfairfield.com
Street Address: 9 Green St		
City/State/Zip: Skowhegan ME 04976		

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: Steve Holston	Title: sales
Authorized Signature:  <small>F5CB7A57475F4FA...</small>	Date: 1/29/2021

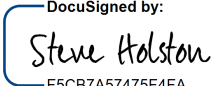
Debarment, Performance, and Non-Collusion Certification

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: Steve Holston	Title: sales
Authorized Signature:  <small>F5CB7A57475F4FA...</small>	Date: 1/29/2021

Appendix D

STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

DIVISION OF PROCUREMENT SERVICES

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION CERTIFICATION

RFQ # 17D 201123-116 Water Tank - 2,000 Gallon, Elliptical Leg w/Bands **REPOSTED**

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: HP FAIRFIELD

Address: 9 Green St Skowhegan ME

Printed Name: Steve Holston, Sales Rep

Signature: 

Date: F5CB7A57475F4FA...

1/29/2021

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	ITEM DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
MISCHPF	Howard P Fairfield	Snyder Industries	Water Tank, 2000 Gal Elliptical Leg W/Bands	EA	\$4,595.00	30

**CENTRAL MAINE**

9 Green St/P.O. Box 188
 Skowhegan, ME 04976
 P: (207) 474-9836
 F: (207) 474-6526
 Toll Free (800) 356-2813

Sales Quote

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods. LATE CHARGE: A late charge of 1.5% of any past due balance of the dealers account as of the last day of the month will be billed as of the 15th day of the following month if payment has not been received by that date.

CUSTOMER NO	826459	TERRITORY	390	PAGE 1 of 1
ORDER DATE	12/15/2020	CUSTOMER PO	DAN ROLFE - 79297HOLSTON	
QUOTE DATE	12/16/2020	SHIPPED VIA		
SALES ORDER	5940068 - SQ	FREIGHT TERMS	EXW- CUSTOMER FRT ACCOUNT	
		EX2	DIRECT BILL TRANSER AT ORIGIN	
PAYMENT TERMS	Net 30 Days from Invoice Date			CODE 002
DELIVERY INSTRUCTIONS:				
		REQUESTED SHIP DATE	12/15/2020	

SOLD TO:

STATE OF MAINE-AUGUSTA CHP
 66 INDUSTRIAL DR., SHS 26
 AUGUSTA ME 04330-7857

SHIP TO:

STATE OF MAINE-AUGUSTA CHP
 66 INDUSTRIAL DR., SHS 26
 AUGUSTA ME 04330-8183

DESCRIPTION/REMARKS

2000 GALLON ELLIPTICAL LEG TANK 84" DIA x 55" TALL x 142" LONG W/ 18" LID AND 3" FITTING WITH SIPHON TUBE AND HOOP SET (4) FOR 2000 GAL ELLIP TANK (INCLUDED IN TANK PRICE)

NOT INSTALLED - DELIVERED TO MDOT-AUGUSTA

STEVE HOLSTON
 207-468-8453
 SteveHolston@HPFairfield.com

ITEM NUMBER	BRANCH	DESCRIPTION	PICK SLIP#/ LOT/SERIAL	QUANTITY SHIPPED	LIST PRICE	DISC%	EXTENDED AMOUNT
MISCHPF	9335	2000 GALLON ELLIPTICAL LEG TAN		1	4,595.00	0	4,595.00

SIGNATURE REQUIRED _____ PRINT _____ DATE _____

REMARKS	NET DUE	CASH DISC.	IF PAID BY	SUB-TOTAL	4,595.00
	4,595.00	0.00	01/15/2021	FREIGHT & HANDLING	0.00
				SALES TAX	0.00
				TOTAL(USD)	4,595.00
				PREPAID AMOUNT	

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

Appendix E

RFQ # 17D 201123-116 **Water Tank - 2,000 Gallon, Elliptical Leg w/Bands** **REPOSTED**

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated 1/29/2021

Steve Holston, Sales Rep

DocuSigned by:

F5CB7A67476F4FA...
Authorized Signature

2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

1. **EQUIPMENT:** 2000 gallon tank with hoop set
2. **DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)**

Contact Service Manager: Damian Belanger 207-858-7620

3. **EQUIPMENT INFORMATION:**

YEAR: Current EQUIPMENT MAKE: Snyder Industries

EQUIPMENT MODEL: 10023-37

4. **MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED**

N/A

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

2 year

6. **NAME/LOCATION OF REPAIR FACILITY(S)** (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES

ADDRESS 1: 9 Green Street, Skowhegan ME

ADDRESS 2: 554 Maple Street, Hopkinton NH

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Damian Belanger

TELEPHONE: 207-858-7620

EQUIPMENT PARTS PROVIDER: Howard P Fairfield

ADDRESS: 9 Green Street, Skowhegan ME

CONTACT NAME: Keith Tracy

TELEPHONE: 207-858-7618

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.

Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

Dated 1/29/2021

DocuSigned by:

F5CB7A57475F4FA...
Steve Holston, Sales Rep

Howard P Fairfield

3.0 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 1/29/2021

DocuSigned by:

F5CB7A57475F4FA...
Steve Holston, Sales Rep

Howard P Fairfield

Appendix F

RFQ # 17D 201123-116 **Water Tank - 2,000 Gallon, Elliptical Leg w/Bands** **REPOSTED**

MaineDOT TERMS AND CONDITIONS

A. AGREEMENT

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

B. INDEPENDENT CAPACITY

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

C. STATUS REPORTS

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

D. PAYMENT AND OTHER PROVISIONS

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

E. WARRANTY

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor's warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages.

Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

G. SET-OFF RIGHTS

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

H. FORCE MAJEURE

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

I. INDEMNIFICATION

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

J. DEFAULT, TERMINATION

- a. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- b. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
- c. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
- d. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or

default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.

- e. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. DELIVERY AND ACCEPTANCE

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

L. RIGHT TO SUSPEND WORK

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

N. CLAIMS AND DISPUTES

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with MaineDOT's Fleet Representative

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

O. CONTROLLING LAWS

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

Q. SEVERABILITY

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

R. NON-WAIVER

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Name of Company: Howard P Fairfield

Address: 9 Green Street, Skowhegan, ME

Signature:

DocuSigned by:

F5CB7A57475F4FA...
Steve Holston, Sales Rep

Date 1/29/2021