

MA 18P 21033000000000000096  
NEW

## State of Maine



### Master Agreement

**Effective Date:** 04/01/21

**Expiration Date:** 04/30/23

**Master Agreement Description:** Reflective Pedestrian Strips, 3M8830 Silver Pressure Sensati

#### **Buyer Information**

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

#### **Issuer Information**

Joan Foster 207-624-3300 ext. joan.foster@maine.gov

#### **Requestor Information**

Joan Foster 207-624-3300 ext. joan.foster@maine.gov

#### **Agreement Reporting Categories**

#### **Authorized Departments**

17A TRANSPORTATION  
ALL

### Vendor Information

**Vendor Line #:** 1

#### **Vendor ID**

VC0000247543

#### **Vendor Name**

BLOCK BINDINGS & INTERLININGS

#### **Alias/DBA**

#### **Vendor Address Information**

9500 RUE MEILLEUR SUITE 402

MONTREAL, QC H2N 2B7  
CA

**Vendor Contact Information**  
JACQUELYN TAYLOR  
514-381-7493 ext.  
GRAPHICS@BLOCKBINDINGS.COM

**Commodity Information**

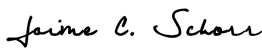
**Vendor Line #:** 1  
**Vendor Name:** BLOCK BINDINGS & INTERLININGS  
**Commodity Line #:** 1  
**Commodity Code:** 34579  
**Commodity Description:** Reflective Safety Apparel and Accessories (See 345-08 for No  
**Commodity Specifications:**  
**Commodity Extended Description:** Highly Reflective Pedestrian Strips Using 3M(TM) Scotchlite(TM) Reflective Material - 8830 Silver Pressure Sensitive Adhesive Film.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Reflective Pedestrian Strips	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	04/01/21	04/30/23

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:  
 3/30/2021  
6D6437754DD0459...  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

BLOCK BINDINGS & INTERLININGS

DocuSigned by:  
 3/30/2021  
24C2B5118EC9491...  
\_\_\_\_\_  
Signature Date

Allan Rais, President

**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 type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification
<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 210330-096**

**Commodity:** Reflective Pedestrian Strips, 3M8830 Silver Pressure Sensitive

**Master Agreement Competitive Bid RFQ:** 17D 210308-486

**Contract Period:** Through April 30, 2023. 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:** Jacquelyn Taylor      **Tel:** 514-381-7493

**Email:** [graphics@blockbindings.com](mailto:graphics@blockbindings.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. Delivery Point is Augusta Maine. Prices will be held firm for the duration of the contracted period.

**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 departments of this Master Agreement is MaineDOT however all State of Maine departments and agencies will be able to purchase from it.

Municipalities, Political Subdivisions and School districts will not be permitted to purchase items from this Master Agreement Contract.

**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.

The State reserves the right to add other similar items or commodities to the MA if it’s in the State’s best interest but does not obligate the State to purchase similar noncontracted items or commodities from the vendor.

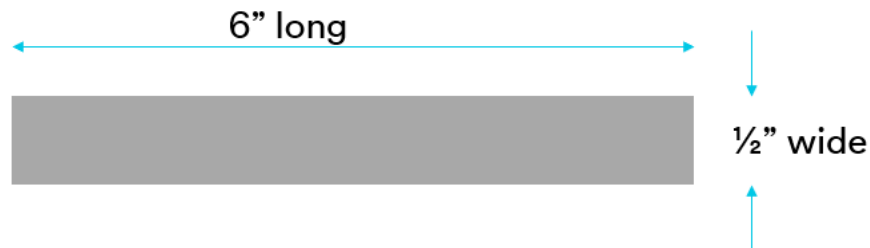
## Specifications

The reflective strip shall be 0.5 inches wide (1.27cm) by 6 inches long (15.24cm) made with 3M™ Scotchlite™ Reflective Material – 8830 Silver Pressure Sensitive Adhesive Film or equivalent.

3M™ Scotchlite™ Reflective Material – 8830 Silver Pressure Sensitive Adhesive Films are composed of wide angle, exposed retroreflective lenses bonded to a pressure sensitive adhesive (PSA). When properly used, this can help to enhance the visibility of the wearer in nighttime or low-light conditions, when illuminated by a light source such as headlights, by returning the light back toward the original source, reaching the automobile driver's eye.

### Construction and Packaging:

- a. The reflective strip shall be 3M™ Scotchlite™ Reflective Material – 8830 Silver Pressure Sensitive Adhesive Film or equivalent
- b. A pressure sensitive adhesive (PSA) shall be on the fabric side of a highly retroreflective fabric with paper backing
- c. The reflective material shall be certified to ANSI/ISEA 107-2020
- d. The reflective daytime color shall be gray
- e. The gray retroreflective strip shall be 1/2 inch wide by 6 inches long as shown by the below diagram:



- f. The gray retroreflective strip s shall be provided on a continuous roll that provides either 50 or 100 units per roll
- g. The individual rolls shall be packaged so that each box contains a total of 1,000 units
- h. The total number of units per roll and the number of rolls per package could potentially be negotiated based upon size and weight constraints

### ANSI 107-2020 Certificate:

Third party ANSI/ISEA 107-2020 certificate of compliance for the reflective material shall kept on file at the manufacturer and a copy of the certificate shall be included as part of the application materials. The manufacturer upon request shall provide third party documentation.



# Technical Data Sheet

## May 2017

## 3M™ Scotchlite™ Reflective Material Series 8800 Pressure Sensitive Adhesive Films

### Description

3M™ Scotchlite™ Reflective Material – Pressure Sensitive Adhesive Films are composed of wide angle, exposed retroreflective lenses bonded to a pressure sensitive adhesive (PSA). When properly used, Scotchlite reflective material – PSA films help to enhance the visibility of the wearer in nighttime or low-light conditions, when illuminated by a light source such as headlights, by returning the light back toward the original source, reaching the automobile driver's eye. ANSI/ISEA 107 and NFPA certified products are available.

3M™ Scotchlite™ Reflective Material			
Product	Fabric Scrim	Adhesive	Application
8830 Silver PSA Film	94% polyester / 6% nylon	Acrylic	Helmets and rubber boots
8850 Silver PSA Film	None	Rubber	Non-vinyl rainwear and rubber boots
8886 Fluorescent red-orange PSA Film	94% polyester / 6% nylon	Acrylic	Helmets and rubber boots
8887 Fluorescent lime-yellow PSA Film	94% polyester / 6% nylon	Acrylic	Helmets and rubber boots

### Retroreflective Performance

The coefficient of retroreflection ( $R_A$ , in cd/lux/m<sup>2</sup>) of Scotchlite reflective material is measured by methods based on either of the following retroreflective intensity testing procedures:

ASTM E809-0892013) and E810-03(2013) ( $R_A$ )

CIE 54.2:2001 ( $R'$ )

It is important to note that use, wear, and environmental conditions will affect performance.

3M™ Scotchlite™ Reflective Material				
Product Number	Daytime Color	Reflected Color	Initial Average $R_A$ <sup>1</sup>	Minimum $R_A$ <sup>2</sup>
8830 Silver PSA Film	Silver	White	500	330
8850 Silver PSA Film	Silver	White	500	330
8886 Fluorescent red-orange PSA Film	Fluorescent red-orange	White	175	NA
8887 Fluorescent lime-yellow PSA Film	Fluorescent lime-yellow	White	175	NA

<sup>1</sup> Measured by 3M on new product at +5.0° entrance and 0.2° observation angles

<sup>2</sup> ANSI/ISEA 107-2015 minimum coefficient of retroreflection

## Physical Performance

3M™ Scotchlite™ Reflective Material – Pressure Sensitive Adhesive Films will meet or exceed the following specifications as noted.

3M™ Scotchlite™ Reflective Material		
Physical Performance <sup>3</sup>	Test Method	Approved Products
Abrasion: $R_A \geq 100$	EN 530 Method 2, 5000 cycles	8830 Silver PSA Film 8850 Silver PSA Film
Flexing: $R_A \geq 100$	ISO 7854 Method A, 7500 cycles	8830 Silver PSA Film 8850 Silver PSA Film
Cold Fold: $R_A \geq 100$	ISO 4675, -20 °C (-4 °F)	8830 Silver PSA Film 8850 Silver PSA Film
Temperature Cycle: $R_A \geq 100$	12 hours @ 50 °C (122 °F), and 20 hours @ -30° C (-22° F)	8830 Silver PSA Film 8850 Silver PSA Film
Wet Reflectivity: $R_A \geq 100$	ANSI/ISEA 107	8830 Silver PSA Film 8850 Silver PSA Film
	NFPA 1971	8830 Silver PSA Film 8886 Fluorescent red-orange PSA Film 8887 Fluorescent lime-yellow PSA Film
Heat and Thermal Shrinkage:	NFPA 1971: 5 minutes at 260 °C (500 °F) (no melt, drip, or ignition)	8830 Silver Marking Film 8886 Fluorescent red-orange PSA Film 8887 Fluorescent lime-yellow PSA Film

<sup>3</sup>  $R_A$  measured by 3M on new product at +5.0° entrance and 0.2° observation angles

## Product Certifications

### ANSI/ISEA 107, CSA Z96 and NFPA

The following Scotchlite reflective material – PSA films meet the listed requirements of the following standards. Current Certificates of Compliance are available at [Scotchlite.com](http://Scotchlite.com).

- ANSI/ISEA 107-2015 American National Standard for High-Visibility Safety Apparel and Accessories
- CSA Z96-15 High Visibility Safety Apparel
- NFPA 1971-2013 Standard on Protective Clothing and Equipment for Structural Fire Fighting and Proximity Fire Fighting
- NFPA 1977-2016 Standard on Protective Clothing and Equipment for Wildland Fire Fighting

## 3M™ Scotchlite™ Reflective Material

Product	ANSI 107	CSA Z96	NFPA 1951 and NFPA 1971	
			Retroreflectivity	Fluorescence
8830 Silver PSA Film	X	X	X	
8850 Silver PSA Film	X	X		
8886 Fluorescent red-orange PSA Film			X	X
8887 Fluorescent lime-yellow PSA Film			X	X

## General Information

While use of 3M™ Scotchlite™ Reflective Material enhances visibility, no reflective material can guarantee absolute visibility, particularly in adverse weather conditions. Performance will vary depending upon actual use, exposure conditions and maintenance.

3M presents a Scotchlite reflective material product portfolio that offers a range of product attributes, and recommends that all customers establish an ongoing quality system throughout their production, in accordance with good manufacturing practices, to ensure their finished goods meets their needs.

Please visit our website, [Scotchlite.com](http://Scotchlite.com), or contact your local 3M Personal Safety Division Technical Service representative for new or updated technical literature.

## Application

Whenever two or more pieces of Scotchlite reflective material – pressure sensitive adhesive films are used together on a single surface or as a set, they should be matched to ensure uniform daytime color and nighttime reflectivity. All high visibility safety apparel items should be constructed in accordance with the appropriate standard.

- Remove the adhesive side liner and apply to clean, dry, smooth surfaces. Position the film and press firmly into place across the entire surface.

- Allow 72 hours for adhesion to reach its maximum strength.
- 3M™ Scotchlite™ Reflective Material – 8850 Silver PSA Film has a white paper liner on the reflective surface. Remove this liner after application.

**Cutting:** Scotchlite reflective material – PSA films can be die-cut, hand-cut or guillotined.

**Screen Printing:** Images may be printed on the surface of Scotchlite reflective material – PSA films. All inks should be continuously tested to ensure acceptable adhesion in the event of changes occurring in the manufacturing process or composition of the ink. Prior to printing, wiping the surface with a soft cloth lightly dampened with isopropyl alcohol may help ink adhesion. Printed areas will not be retroreflective. Please see 3M™ Scotchlite™ Reflective Material Screen Printing Technical Bulletin for ink recommendations.

#### Handling Precautions

1. 3M™ Scotchlite™ Reflective Material – 8830 Silver PSA Film and Scotchlite reflective material – 8850 silver PSA film contain an aluminum layer as part of their construction. Blemishing of this aluminum layer can occur if the reflective surface of the product comes in to direct contact with bare hands during application and is then exposed to hot and humid conditions, greater than 26.7 °C (80 °F) and 70% relative humidity, for a period of weeks. These blemishes do not affect performance of the product. Please refer to 3M Technical Bulletin “Care Guidelines to Reduce Staining on 3M™ Scotchlite™ Reflective Material” for more information.
2. Scotchlite reflective material – 8850 silver PSA film may not be compatible with some polyvinyl chloride (PVC, vinyl) films, especially those containing phosphate plasticizers. It is possible that some plasticizers might migrate into the reflective material, making the reflective surface soft and sticky. We recommend that substrates always be tested prior to production to ensure that they meet specific needs. For alternate products and additional information, please refer to 3M Technical Bulletin “Plasticizer Migration in 3M™ Scotchlite™ Reflective Material – 8710 Silver Transfer Film and Related Products.”

## Care and Maintenance Instructions

**Important:** Test each application per appropriate care instructions required for the finished product. Actual life of Scotchlite reflective material depends on cleaning methods and wear conditions. Use of pressure sensitive adhesives is not recommended for permanent clothing applications that require wash durability.

#### Care Recommendation

Damp wipe only, using warm water and mild detergent. Rinse thoroughly, dry with a soft cloth or allow to air dry.

## Product Availability

Scotchlite reflective material – PSA films are available in rolls with the following standard widths and lengths:

3M™ Scotchlite™ Reflective Material – PSA Films	
Width	Standard Roll Length
< 300 mm (< 12 in.)	100 m (109 yd)
300 to 1220 mm (12 to 48 in.)	50 m (54.7 yd)

## Order and Product Information

To order Scotchlite reflective material products, contact Customer Service at 800-328-7098.

## Storage and Shelf Life

Store in a cool (4 to 32 °C, 40 to 90 °F), dry area (less than 70% relative humidity) and use within one year of date of receipt. Store rolls in original shipping cartons. Ensure that the lot/roll identification remains with product rolls. Return partially used rolls to the carton or suspend horizontally through the core. Cut pieces should be stored flat. Always maintain lot information.

## Important Notice

**WARRANTY, LIMITED REMEDY AND DISCLAIMER:** 3M warrants that 3M™ Scotchlite™ Reflective Material that is stored, maintained and used in accordance with 3M's written instructions will meet the applicable 3M product specifications. 3M MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. If any Scotchlite reflective material does not conform to this warranty, then the sole and exclusive remedy is, at 3M's option, replacement of the 3M product or refund of the purchase price.

**LIMITATION OF LIABILITY:** Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract or strict liability.

**PRODUCT USE:** Because of the variety of factors that can affect the use and performance of Scotchlite reflective material, user is solely responsible for evaluating the product and determining whether it is fit for a particular purpose and suitable for user's method of application. User is solely responsible for determining the proper amount and placement of the product. While reflective products enhance visibility, no reflective product can ensure visibility or safety under all possible conditions. 3M may change the product, specification and availability of the product as improvements are made; therefore, user should contact 3M for latest information before specifying the product.



### Personal Safety Division

3M Center, Building 0235-02-F-06  
St. Paul, MN 55144-1000  
800-328-7098  
Scotchlite.com  
800-364-3577 3M HELPS

### 3M Canada

P.O. Box 5757  
London, Ontario N6A 4T1  
800-267-4414 Technical Service  
3M.ca/Scotchlite

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3M PSD products are occupational use only.

**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: Block Bindings & Interlinings		
Chief Executive - Name/Title: Allan Rais - President		
Tel: 1 (514) 381-7493	Fax: 1 (514) 381-6725	E-mail: allan@blockbindings.com
Headquarters Street Address: 9500 rue Meilleur, Suite 402		
Headquarters City/State/Zip: Montreal, Quebec, Canada H2N 2B7		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Jacquelyn Taylor / Graphic Designer / Sales		
Tel: 1 (514) 381-7493	Fax: 1 (514) 381-6725	E-mail: graphics@blockbindings.com
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

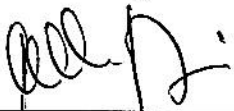
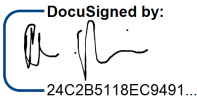
Their bid complies with all requirements of this RFQ;

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: Allan Rais	Title: President
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature:  	Date: March 23, 2021 3/30/2021

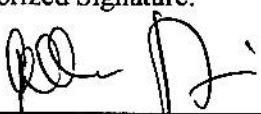
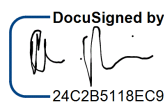
### Debarment, Performance, and Non-Collusion Certification

*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: Allan Rais	Title: President
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature:   DocuSigned by: 24C2B5118EC9491...	Date: March 23, 2021 3/30/2021

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
3M8830-Box	BLOCK BINDINGS & INTERLININGS	3M	8830	Reflective Pedestrian Strip,Silver Presre Sensativ,656/Box	1/2" x 6" Silver Reflective, 656 Strips Per Box. Price is Delivered to Augusta Maine	BOX	\$124.64	30
3M8830-Each	BLOCK BINDINGS & INTERLININGS	3M	8830	Reflective Pedestrian Strip,Silver Presre Sensativ, Each	1/2" x 6" Silver Reflective, Single Strip. Price is Delivered to Augusta Maine	EA	\$0.19	30