



802-233-9110 **ext.**  
swolf@conteches.com

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** CONTECH ENGINEERED SOLUTIONS LLC

**Commodity Line #:** 1

**Commodity Code:** 91339

**Commodity Description:** Culverts, Metal, Steel Reinforced HDPE

**Commodity Specifications:**

**Commodity Extended Description:** Master Agreement for Maine & Vermont for Culverts, Metal, Steel Reinforced HDPE

|                        |                            |                          |
|------------------------|----------------------------|--------------------------|
| <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>            |                          |
| none                   | 0.0000 %                   |                          |
|                        | <b>Discount Start Date</b> | <b>Discount End Date</b> |
|                        | 05/01/24                   | 04/30/26                 |

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:

*David Morris*

4/25/2024

2A644AF5681F482...

Signature

Date

David Morris, Acting Chief Procurement Officer

CONTECH ENGINEERED SOLUTIONS LLC

DocuSigned by:

*Benn Pocisk*

4/25/2024

8308657A53E3411...

Signature

Date

Benn Pocisk, Regional Director NE US

## 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 – MA User Information and/or Specifications  |
| <input checked="" type="checkbox"/> | Rider B – Terms and Conditions   |
| <input type="checkbox"/>            | Rider C - Exceptions   |
| <input checked="" type="checkbox"/> | Bid Cover Page and Debarment Form – Appendix A from RFQ  |
| <input checked="" type="checkbox"/> | Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ                 |

**RIDER A**  
**Master Agreement User Information and/or Specifications**  
**MA 240424-122**

**Commodity:** Culverts, Metal, Steel Reinforced HDPE

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 selected bidder.

**Master Agreement Competitive Bid RFQ:** 17A 240307-205

**Contract Period:** Through April 30, 2026. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) 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:** Stephen S. Wolf **Tel:** 802-233-9110 **Email:** [Steve.Wolf@ContechES.com](mailto:Steve.Wolf@ContechES.com)

**Vermont:** The State of Vermont may create their own MA using Maine's MA.

**Price and Rate Guarantee Period:** Contracted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for the minimum of one year or the remainder of the contract period if there is less than one year remaining. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

**Freight Charges:** The selected vendor will only be allowed to charge actual freight costs from the vendor's closest location to the requesting state to the delivery point. Any using department or agency can request actual bills of laden or invoices from freight companies for freight charge verification. If there is an overcharge, the vendor will be required to refund the balance of the freight charge plus administrative costs.

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

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

**Delivery Times:** All deliveries must be made during normal working hours. Generally this is to mean between 8:00 am and 3:00 pm.

**Delivery Locations:** The vendor must ship to any State owned or leased facility in each State. Most MaineDOT orders will be shipped to the following cities or towns:

**Maine:** Scarborough, Augusta, Washington, Dixfield, Solon, Charleston, Jonesboro, Presque Isle

**Delivery Notification:** The vendor must notify the ordering department minimally two (2) business days in advance of delivery. If there is a scheduled holiday the vendor must provide minimally three (3) business days notice. Each State has their own holiday schedule and the vendor is responsible for obtaining these schedules. Deliveries attempted to be made without the required notification can be rejected and the State will not be held responsible for the extra delivery charges. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

**Nesting:** Nesting of culvert pipes shall require the wood separators to protect the coatings except for Corrugated Aluminum Alloy Pipe.

**Delivery and Inspection:** The requested items will be inspected after delivery. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

## Specifications

### METAL CULVERTS AND STORM DRAINS

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts and under-drains (as applicable) of the following type:

*Metal:*

GCMP, Galvanized Corrugated Metal Pipe and Under-drains.

ALCCMP, Aluminum Coated Corrugated Metal Pipe (Type 2) and Under-drains.

PPGCMP, Polymer Pre-coated Galvanized Corrugated Metal Pipe and Under-drains

CAAP, Corrugated Aluminum Alloy Pipe and Under-drains

### **MATERIALS.**

#### **603.023 CORRUGATED STEEL PIPE AND UNDER-DRAINS**

Corrugated steel pipe, under-drain and coupling bands shall conform to the requirements of AASHTO M36 and Attachments B and C as applicable. Material furnished under this

Subsection shall be formed from sheet material coated in accordance with AASHTO M218 and M274.

a) Coupling Bands. Coupling bands shall conform to AASHTO M36 and Attachment C, with the following modifications:

(1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges. Structural steel for band connections shall conform to ASTM A 36/A 36M.

(2) The only approved methods of connection and connection details at the ends of the bands shall be:

a. 2 x 2 x 3/16 inch galvanized steel angles extending the full width of the band.

b. 12 gauge die-cast angle with a configuration that provides at least the same section modulus as the 2x 2 x 3/16 inch angle, extending the full width of the band.

c. Minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band, and five bolts for a 24 inch wide band, uniformly spaced. Bolts, nuts, and other threaded items used with coupling bands shall be coated by the electroplating process as provided in ASTM B 633, Class Fe/Zn 25 the zinc Hot-dipped coating process as provided in AASHTO M 232M/M 232 or the mechanical zinc coating process as provided in ASTM B695, Class 25.

d. Angles will be connected to bands by one of the following:

1. Spot welds spread over full width of the band,

2. Stitch-welded over the full width of the band, or

3. Attached by rivets.

(3) Minimum band thickness shall be 1/16 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert or unit being connected. Coupling bands and die-cast angles may be formed from any one of the three types of sheet material specified above.

(4) The use of projection pipe coupling (dimpled) bands or preformed channel bands is not allowed.

(5) The Contractor may submit for approval to the Agency alternate coupling bands. The Contractor shall allow 30 days for a testing and evaluation period. Coupling bands shall not be shipped to projects until the Contractor has been notified that the proposed band has been approved by the Agency.

b) Under-drain: Under-drain perforations shall be Class 1.

### 603.024 CORRUGATED ALUMINUM ALLOY PIPE AND UNDER-DRAINS.

Corrugated aluminum alloy pipe, under-drain, and coupling bands shall conform to the requirements of AASHTO M 196 and Attachments B and C.

a) Coupling Bands. Coupling bands shall conform to AASHTO M 196 and Attachment C, with the following modifications:

(1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges.

(2) Coupling band connections:

a. Shall be 2 x 2 x 1/4 inch aluminum angles (Alloy 6061-T6) extending the full width of the band or 12 gauge minimum die-cast aluminum angles, extending the full width of the band.

b. Shall have a minimum shear strength capacity of 6.3 kips.

c. Shall be connected with a minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band and five bolts for a 24 inch wide band. Bolts shall be uniformly spaced across the width of the band. Bolts, nuts, and other threaded items shall be coated in accordance with the requirements of Subsection 603.023(a)(2)c.

d. Shall have angles attached to the bands by stitch welding over the full width of the band or by rivets uniformly spaced across the width of the band.

(3) Minimum band thickness shall be 0.06 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert being connected.

(4) Alternate coupling bands may be submitted for approval as specified in Subsection 603.023(a) (5).

b) Under-drain: Under-drain perforations shall be Class 1.

### 603.025 POLYMERIC COATED CORRUGATED STEEL PIPE.

Polymeric coated corrugated steel pipe shall conform to AASHTO M 245 and Attachments B and C. Polymeric coating shall conform to AASHTO M 246, Grade 250/250.

a) Coupling Bands. Coupling bands shall conform to the requirements of Subsection 603.023(a) and Attachment C, modified as follows:

(1) Coupling bands and die-cast angles shall be formed from sheet material coated in accordance with AASHTO M 218, M 245, M 274, or M 289.



- (2) Coupling bands formed from AASHTO M 274 or M 289 material shall be not more than one nominal sheet thickness thinner than the wall thickness of the culvert or unit being connected.
- (3) Coupling bands formed from AASHTO M 245 material shall be not more than two nominal sheet thicknesses thinner than the thickness of the culvert or unit being connected. Angles must be attached to the band by rivets.
- (4) Coupling bands formed from AASHTO M 218 material shall be the same nominal sheet thickness as the culvert or units being connected. Angles must be attached to the band with rivets or by stitch-welding over the full width of the band.

### **FABRICATION OF CAAP, ALCCMP, AND PPGCMP.**

- a) Metal pipe may have either spiral or annular corrugations. All spiral pipes 300 mm (12") diameter and larger shall have the ends re-rolled to provide two annular corrugations which shall be 68 mm (2 2/3") x 13 mm (1/2") per Section 7.7.1 of AASHTO M36/M 36M. Any damage to the ends shall be repaired per AASHTO M36. Section 9.1.3 of AASHTO M 36/M 36M and Section 9.1.5 of AASHTO M 196 do not apply.
- b) Pipe with spiral corrugations shall be either continuous helical lock seams or welded seams.
- c) The corrugations for all pipes shall meet the requirements of Attachment B.
- d) The requirements of Fabrication, Rivet and Riveting of M36, pertaining to the plates being drawn tightly together, shall be interpreted such that any portion of a rivet being visible between the sheets shall be reason for the rejection of the pipe.
- e) There shall be no un-bonding, splitting or cracking of the coatings. Any visible evidence of these imperfections shall be reason for rejection of the pipe.
- f) Grinding shall be required for all metal culvert pipe ends to remove burrs and/or slivers resulting from the cutting of the pipe by the method of sawing.
- g) Marking. All material furnished under this Subsection shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator and the sheet metal thickness.
- h) All corrugated metal pipe shall be supplied in lengths of 12', 18' and 20'. The 6" perforated under-drain pipe shall be supplied in 20' lengths.

### **STRUTTING.**

Strutting of the culverts will be as ordered at strut bid price per foot of pipe.

All specified flexible culverts to be strutted shall be elongated along the vertical diameter in accordance with one of the following two methods.

a) The pipe shall be elongated by the manufacturer after fabrication by increasing the diameter along the vertical axis approximately 3 percent with a corresponding decrease along the horizontal axis. The elongation shall be obtained by installing rods and tightening the rods, uniformly from end to end of the pipe, obtaining approximately one-quarter of the required elongation each time throughout the length of the pipe.

The rods shall be 5/8" diameter threaded 7" at both ends with washers and nuts. The length of the rods shall be the diameter of the pipe plus 8". The rods shall be placed on the horizontal axis of the pipe on 24" spacing and located halfway between the circumferential riveting. A soft wood block 2" by 4" by 12" long shall be placed over the rods at each end to provide contact against the outside of the pipe. The long dimension of the blocks shall be parallel with the horizontal axis of the pipe. The rods shall be left in the pipe until the fill is completed and compacted, unless for some unusual condition their removal is ordered by the Engineer. The rods shall be removed by cutting from the inside adjacent to the pipe.

b) The pipe shall be elongated by the manufacturer by increasing the diameter along the vertical axis approximately 5 percent with a corresponding decrease along the horizontal axis by mechanical means in which sufficient pressure is applied to the sides of the pipe after fabrication to produce the specified distortion. The elongation shall be maintained by drilling holes in the ends of the pipe sections and placing horizontal wires. After the pipe sections have been installed with coupling bands, the wires will be removed.

Helically corrugated culvert sections shall be match marked before being elongated by the manufacturer or before the 5/8" diameter rods are installed.

## **HIGH-STRENGTH STEEL REINFORCED HDPE CULVERTS**

**DESCRIPTION.** The work shall consist of furnishing and delivering culverts (as applicable) of the following type:

*High Strength Steel Reinforced High Density Polyethylene Pipe*

HDPE, (Corrugated) High Density Polyethylene Pipe.

### **MATERIALS.**

a) High Strength Steel Reinforced High-Density Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M-294,

- b) Bell and Spigot connections for high density polyethylene pipe shall be of a joint with an O-ring rubber gasket placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Polyethylene to Polyethylene connections shall be of a coupler that is screwed on to both pipe ends to make continuous.
- d) Pipe shall be supplied in two lengths, greater than 10 ft and 20 ft.
- e) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator.

## **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 agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

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

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

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

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

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

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

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

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

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

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders  
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion



## 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: <u>Contech Engineered Solutions LLC</u>      |                              |                                   |
| Chief Executive - Name/Title: <u>Ed Zax</u>                              |                              |                                   |
| Tel: <u>513-645<br/>7077</u>   | Fax: <u>N/A</u>              | E-mail: <u>EZax@conteches.com</u> |
| Headquarters Street Address: <u>9100 Centre Pointe Drive Suite 400</u>   |                              |                                   |
| Headquarters City/State/Zip: <u>West Chester, OH 45069</u>               |                              |                                   |
| <i>(provide information requested below if different from above)</i>     |                              |                                   |
| Lead Point of Contact for Bid - Name/Title: <u>Stephen S. Wolf, P.E.</u> |                              |                                   |
| Tel: <u>802-233-9110</u>   | Fax: <u>207-517<br/>4427</u> | E-mail: <u>Steve.Wolf@</u>        |
| Street Address: <u>71 US RT 1 Suite F conteches.com</u>                  |                              |                                   |
| City/State/Zip: <u>Scarborough, ME 04074</u>                             |                              |                                   |

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: <u>Stephen S. Wolf</u>                 | Title: <u>Regional Sales Eng.</u> |
| Authorized Signature: <u>Stephen S. Wolf</u> | Date: <u>3/21/24</u>              |



### 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:<br><i>Stephen S Wolf</i>                 | Title:<br><i>Regional Sales Eng.</i> |
|  |                                      |
| Authorized Signature:<br><i>Stephen S Wolf</i> | Date:<br><i>3/21/24</i>              |

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION

**RFQ # 17A 240307-205  
Culverts, Metal, Steel Reinforced HDPE  
to Create Master Agreement for Maine & Vermont**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine and Vermont 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.

**Orders from Municipality, Political Subdivisions and School Districts (Appendix D):** If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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:

Contech Engineered Solutions

Address:

71 US Rt 1 Suite F

LLC

Signature:

Stephen S Wolf

Scarborough, ME

04074

Date:

3/21/24