

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 22031500000000000089	
COMMODITY/SERVICE DESCRIPTION: Traffic Paint – Fast Dry Waterborne	
START DATE: 3/15/2022	END DATE: 3/31/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: ENNIS-FLINT		
ADDRESS: 4161 PIEDMONT PKWY STE 370		
CITY: GREENSBORO	STATE: NC	ZIP CODE: 27410
PROVIDER'S VENDOR CUSTOMER #: VC0000100004		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

 066BBD96EE5347F...
 Michelle Knox, Senior Procurement Manager

7/28/2026

Signed by:

 5D72FE3F1CA94CF...
 Matthew Morrisette, Global Supply Chain Director

7/20/2026

The contract is fully executed when all parties have signed and the documents has been approved by the Office of State Procurement Services.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANAGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Sterling Doiron	
EMAIL: Sterling.Doiron@maine.gov	TELEPHONE: 207-530-2706

VENDOR CONTACT: 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: Kelli AH-Keen	
EMAIL: contracts@ennisflint.com	TELEPHONE: 800-331-8118

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: RFQ 17A 220216-203

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

☒	RIDER A – Specifications and User Information
☒	RIDER B – Terms and Conditions
☒	RIDER D – Responsible Vendor Certification
☒	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
☒	Federal Boilerplate, Appendix A to Division 100
☒	US DOT Title VI FHWA Assurance PKG

RIDER A: SPECIFICATIONS AND USER INFORMATION**TABLE OF CONTENTS**

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I. CONTRACT PERIOD:

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- ☐ Initial Term (3/15/2022-3/31/2024)
- ☐ First Renewal (4/01/2024-3/31/2026)
- ☒ Second Renewal (4/01/2026-3/31/2027)

II. COMMODITY: Traffic Paint – Fast Dry Waterborne

The State reserves the right to add other similar items or commodities to the Master Agreement (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.

III. SPECIFICATIONS

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

1. SCOPE:

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

2. APPLICABLE SPECIFICATIONS:

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

3. GENERAL REQUIREMENT:

- 3.1 The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.
- 3.2 The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments to conform to the requirements as specified.
- 3.3 The paint shall not liver, thicken, curdle, gel, settle excessively, or otherwise show any objectionable properties while in storage and in use. It shall be readily remixed manually to smooth, uniform consistency throughout and during application.
- 3.4 The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads to produce a highly weather and wear resistance traffic line.

4. APPLICATION:

- 4.1 This paint will be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres will be evenly dispersed on wet paint film of 15-16 mils (110- 115 square feet per gallon) at a rate of 6 pounds per gallon.
- 4.2 The lines will be applied with airless or air assisted spray equipment to have the paint at a temperature of 150°F maximum in the heat exchanger and 120-140°F at the spray nozzle. The maximum no-tracking time shall not be exceeded when the pavement temperature is greater than 50°F, under humidity conditions of 80% or less on dry pavement.

5. STANDARD COMPOSITION:

- 5.1 The composition of the **white paint** shall comply with the following:
- 5.1.1 The binder shall be 100% acrylic. Infrared analysis per ASTM D2621.
 - 5.1.2 Titanium Dioxide (ASTM D1394), Rutile Type II 1 lb/gal. Min.
 - 5.1.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.
 - 5.1.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by vol.
 - 5.1.5 Total non-volatile in vehicle 42% Min. by weight
 - 5.1.6 Lead (ASTM D3335) 0.06% Max.
 - 5.1.7 VOC (ASTM D3960) 1.25 lb. /gal. (150 g/l) Max.
 - 5.1.8 Weight per gallon (ASTM D1475) 14.0 +/- 0.2 pounds
 - 5.1.9 pH of the paint 9.6 Min.
 - 5.1.10 The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140°F.
- 5.2 The composition of the **yellow paint** shall comply with the following:
- 5.2.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. The yellow pigment shall be Yellow #65, Yellow #75, or Yellow #83.
 - 5.2.2 Titanium Dioxide (ASTM D1394), Rutile Type II 0.2 lb./gal. Max.

- 5.2.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.
- 5.2.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by Vol.
- 5.2.5 Total non-volatile in vehicle 42% Min. by weight
- 5.2.6 Lead (ASTM D3335) 0.06% Max.
- 5.2.7 VOC (ASTM D3960) 1.25 lb./gal. (150g/l) Max.
- 5.2.8 Weight per gallon (ASTM D1475) 14.0 +/- 0.2 pounds
- 5.2.9 pH of the paint 9.6 Min.
- 5.2.10 The paint shall be rated as non-combustible. The close cup flash point shall not be less than 140°F.

6. DETAILED REQUIREMENTS:

- 6.1 Viscosity: The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.
- 6.2 Condition in Container: The paint as received shall show no livering, skinning, mold growth, purification, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.
- 6.3 Grind: The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.
- 6.4 Drying Time: The paint shall dry in not more than 10 minutes at 77°F when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.
- 6.5 Color: The white traffic paint shall match Federal Test Standard 595 No. 37925. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). For yellow the color shall closely match Federal Test Standard 595 No. 33538. Other colors listed below. Color determination shall be made without bead at least 24 hours after application.
 - Green – 2252U Pantone Color
 - Black – 37038
 - Blue – 299U Pantone Color
 - Red – 7622U Pantone Color
- 6.6 Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952F, Section 4.5.5., using a ½” mandrel bends.
- 6.7 Dry Opacity: The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.
- 6.8 Daylight Reflectance: The daylight directional reflectance of the white paint shall not be less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.
- 6.9 Bleeding: The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952F.
- 6.10 Scrub Resistance: The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.
- 6.11 Freeze-Thaw Stability: The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952F.
- 6.12 No Track Time: The paint shall dry to a no tracking condition in no more than 75 seconds. The no tracking condition shall be determined by actual application on the pavement

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

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

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

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

6.16 Low Temperature Paint:

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

Requirements for Low Temperature WHITE and YELLOW Traffic Paint

PROPERTY	TEST METHOD	REQUIREMENTS
Binder	ASTM D2621 infrared analysis	
Total solids	ASTM D3723	60% min by volume
Pigment	ASTM D3723	58% to 62% by weight
Lead	ASTM D3335	0.06% max
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setaflash	>93°C (>200°F)
Viscosity (krebs units)	ASTM D562	75 min to 90 max. @ 25°C (77°F)***
Drying time	ASTM D711 with wet film thickness of 15 mils	10 minutes max. @ 25°C (77°F)

Dry opacity (contrast ratio)	ASTM D2244 with wet film thickness of 15 mils	0.98 min.
Freeze-thaw stability	FSS TT-P-1952D	<=10 % change
Heat Stability (krebs units)	FSS TT-P-1952D	<=10 % change
Color		See section 2.4

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

6.16.2 Condition in Container: See Section 6.2.

6.16.3 “No Track” Time – The “No Tracking” condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils with white or yellow paint covered with glass beads at a rate of 6 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The “No Tracking” time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing “No Tracking” and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

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

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

6.16.5 Storage Stability: See Section 6.15

7. PAINT CONTAINERS

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

7.1 Stainless steel containers (totes) shall be filled with two hundred and fifty (250) gallons of paint with a minimal amount of water floated on the surface to prevent skinning.

7.1.1 Totes shall be constructed of sufficient strength to withstand repeated use of filling and transporting to avoid leakage over the life of these totes. These totes shall be mounted on a platform which will serve as a skid for easy forklift handling. All totes will

be the property of the bidder and the bidder shall have an adequate quantity of totes to meet the paint delivery schedule.

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

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

7.1.4 Cleaning: All totes shall be completely cleaned and flushed inside, to the satisfaction of the Maine Department of Transportation before refilling. If MaineDOT determines that totes are not being sufficiently cleaned to prevent contamination of the new paint, MaineDOT shall have the right to require plastic liners at no additional cost until further notice.

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

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

7.4 Each container shall be legibly marked with the name of the manufacturer, the type, color and quantity of paint, the manufacturer's lot (batch) number and date of manufacturer. Each container shall also be marked using the Hazardous Material Identification System (HMIS) label.

8. SAMPLING AND INSPECTION:

8.1 Pre-bid samples adequate for testing and furnished free of charge shall be sent to:
MaineDOT
Attn: Mark Alley
Central Laboratory
219 Hogan Road,

Bangor, ME. 04401

The samples will be tested as follows:

ASTM D652, Viscosity

ASTM D1475, Density

ASTM D711, Dry time

ASTMD2369/3723

Total Solids

% Pigment

% Vehicle

%Non-Volatile Vehicle

ASTM D2805, Dry Opacity

pH

Uniform Surface Dry on Opacity Drawdown

Samples will not be returned.

8.2 Each bidder shall submit a paint formula. The paint manufactures shall submit to the MaineDOT Central Laboratory a batch formula in weight proportions and total gallonage per batch prior to the award of the bid. The formula shall be in generic terms rather than trade names. After the paint has been manufactured, a certified batch analysis shall also be sent to:

MaineDOT

Attn: Mark Alley

Central Laboratory

219 Hogan Road,

Bangor, ME. 04401

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

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

MaineDOT

Attn: Mark Alley

Central Laboratory

219 Hogan Road,

Bangor, ME. 04401

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

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

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

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

IV. AMENDMENTS TO SPECIFICATIONS

None

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

The purpose of this amendment is to incorporate approved price adjustments for the contracted Traffic Paint – Fast Dry Waterborne products under Master Agreement 18P 22031500000000000089.

The approved adjustment increases the contracted pricing by \$1.21 per gallon.

The revised pricing is reflected in the attached price sheet, which is incorporated into this Master Agreement amendment by reference.

All approved price adjustments shall remain firm through the remainder of the current contract period unless otherwise amended in writing and fully approved by the State of Maine.

All other terms and conditions of the Master Agreement remain in full force and effect.

VI. CONTRACTED PRICING/RATES

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.

Price and Rate Guarantee Period: All quoted 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 minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

State of Maine Lead Poisoning Fee: Under Maine Statutes, Title 22, Chapter 252, Lead Poisoning Control Act, manufacturers or wholesalers of paint sold in the State of Maine shall pay a **\$0.25 per-gallon fee** to support the Lead Poisoning Prevention Fund under section 1322-E. The fee is imposed at the manufacturer’s or wholesaler’s level and is paid once per year by the corporate owner of the brand name or private label covering all the Maine paint sales for that company. The deadline for submission of payment of the fee is April 1st for paint sales during the preceding calendar year. **Vendors are hereby informed of the existence of this fee, and there will be no adjustments to awarded bids because of this fee.** The contracted prices include the \$0.25 per gallon Lead Poisoning Fee, the vendor cannot charge additional fees.

For more information about the Lead Poisoning Prevention Fund and the paint fee, please refer to the following: <https://www.maine.gov/dhhs/mecdc/environmental-health/eohp/lead/resources.shtml#LPPF>

Safety Data Sheets (SDS): The vendor shall provide a copy of the current globally harmonized Safety Data Sheet(s) (SDS), previously known as Material Safety Data Sheet(s) (MSDS. Selected vendor must provide updated SDS any time a new SDS is issue.

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- ☐ Are NOT permitted to utilize this MA.
- ☒ Are permitted to utilize this MA as written.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

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

Delivery Locations: The vendor must deliver to any State of Maine facility. The MA will be open to all Departments to use however the primary user will be the MaineDOT. Most MaineDOT orders will be delivered to Augusta, Turner, Bangor, Hancock, Bar Harbor, Sedgewick and Caribou. The exact addresses will be provided to the vendor at the time the order is placed.

Delivery and Inspection: 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. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

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 “OSPS” shall refer to the State of Maine Office of State Procurement Services.
- e. The term “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” 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 Provider.

2. WARRANTY. The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. TAXES. Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by OSPS.
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 any errors or 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 OSPS.

9. **MODIFICATIONS.** OSPS 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 Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Provider fails to deliver specified materials or services, or
- c. If Provider fails to perform any of the provisions of this Agreement, or
- d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Provider 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

12. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS 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. OSPS 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 Provider.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in

any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party 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 Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. 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.

19. 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. Vendor Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and

communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

- 21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER D: RESPONSIBLE VENDOR 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 contract:

- 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 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 contract 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 also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

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

Name:	Title:
Matthew Morrisette	Global Supply Chain Director
Authorized Signature:	Date:
Signed by: Matthew Morrisette	7/20/2026

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