

NEW

State of Maine**Master Agreement****Effective Date:** 02/13/19**Expiration Date:** 02/12/20**Master Agreement Description:** Office Stamps and Accessories**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

JUSTIN FRANZOSE 207-624-7337 ext. justin.franzose@maine.gov

Requestor Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Authorized Departments

ALL

Vendor Information**Vendor Line #:** 1**Vendor ID**

VS0000021058

Vendor Name

Rodzina Industries, Inc

Alias/DBA**Vendor Address Information**

3518 Fenton rd.

Flint, MI 48507

US

Vendor Contact Information

Robert Cross

810-235-2341 ext.

rodzinaind@aol.com

Commodity Information

Vendor Line #: 1

Vendor Name: Rodzina Industries, Inc

Commodity Line #: 1

Commodity Code: 61577

Commodity Description: Office Stamps and Accessories

Commodity Specifications: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Commodity Extended Description: Delivery order (DO) or procurement card may be used to purchase. For all delivery orders that are less than \$5,000, agencies must email the delivery order to the vendor. This contract includes unit prices for standard five day delivery and expedited next day delivery. The shipping cost for expedited next day delivery is \$25.00 per item. Vendor website: <http://rodzinaindustries.net/>

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
5		
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Catalog	0.0000 %	
	Discount Start Date	Discount End Date
	02/13/19	02/12/20

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000021058	SHS1				61577	1 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 3.00	5
VS0000021058	SHS2				61577	2 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 3.75	5
VS0000021058	SHS3				61577	3 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 4.50	5
VS0000021058	SHS4				61577	4 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 5.25	5
VS0000021058	SHS5				61577	5 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 6.00	5
VS0000021058	SHS6				61577	6 LINE HAND STAMP	DON'T FORGET TO ORDER AN INK PAD WITH THIS	EA	\$ 6.75	5
VS0000021058	SPIC1				61577	PICTORIAL STAMP - 1 SQUARE INCH	PLEASE PROVIDE B&W "CAMERA READY" ART	EA	\$ 3.00	5
VS0000021058	SPIC2				61577	PICTORIAL STAMP - 2 SQUARE INCHS	PLEASE PROVIDE B&W "CAMERA READY" ART	EA	\$ 3.75	5
VS0000021058	SPIC3				61577	PICTORIAL STAMP - 3 SQUARE INCHS	PLEASE PROVIDE B&W "CAMERA READY" ART	EA	\$ 4.50	5
VS0000021058	SPIC4				61577	PICTORIAL STAMP - 4 SQUARE INCHS	PLEASE PROVIDE B&W "CAMERA READY" ART	EA	\$ 5.25	5
VS0000021058	SPIC				61577	PICTORIAL STAMP - ADDL SQUARE INCH	SAME	EA	\$ 1.50	5
VS0000021058	SIGHS				61577	SIGNATURE HAND STAMP	3/4 X 2 3/8 INCHES	EA	\$ 5.00	5
VS0000021058	SHSPROF				61577	PROFESSIONAL STAMP - HAND STAMP	1 5/8 INCHES ROUND	EA	\$ 9.00	5
VS0000021058	SPAD1				61577	CARTERS STAMP PAD NO #1 2-1/4 X 4-1/4	COLORS: BLACK, RED, AND BLUE	EA	\$ 4.50	5
VS0000021058	SPAD2				61577	CARTERS STAMP PAD NO #2 3-1/4 X 6	COLORS: BLACK, RED, AND BLUE	EA	\$ 7.50	5
VS0000021058	SPAD3				61577	CARTERS STAMP PAD NO #3 4-1/2 X 7	COLORS: BLACK, RED, AND BLUE	EA	\$ 10.45	5
VS0000021058	SSTPADINK				61577	STAMP PAD INK 2 OZ.	COLORS: BLACK, RED, AND BLUE	EA	\$ 4.00	5
VS0000021058	SID50/4911				61577	IDEAL SELF-INKING STAMP - IDEAL 50/4911	9/16 X 1-1/2 INCHES	EA	\$ 6.50	5
VS0000021058	SID100/4913				61577	IDEAL SELF-INKING STAMP - IDEAL 100/4913	7/8 X 2-3/8 INCHES, 4 LINES MAX	EA	\$ 7.95	5
VS0000021058	SID200/4914				61577	IDEAL SELF-INKING STAMP - IDEAL 200/4914	1 X 2 1/2 INCHES, 6 LINES MAX	EA	\$ 8.95	5
VS0000021058	SID300/4926				61577	IDEAL SELF-INKING STAMP - IDEAL 300/4926	1 1/2 X 3 INCHES, 8 LINE MAX	EA	\$ 9.45	5
VS0000021058	STR4914BCA				61577	TRODAT SELF-INKING STAMP - BREAST CANCER AWARENESS	1 X 2 1/2 INCHES, 6 LINES MAX	EA	\$ 8.95	5
VS0000021058	SID4916				61577	IDEAL SELF-INKING STAMP - IDEAL 4916	3/8 X 2 3/4 INCHES, 1 LINE MAX	EA	\$ 7.95	5
VS0000021058	SID4918				61577	IDEAL SELF-INKING STAMP - IDEAL 4918	5/8 X 3 INCHES, 2 LINE MAX	EA	\$ 8.95	5
VS0000021058	SID4925				61577	IDEAL SELF-INKING STAMP - IDEAL 4925	1 X 3.25 INCHES, 5 LINE MAX	EA	\$ 10.25	5
VS0000021058	SID4922				61577	IDEAL SELF-INKING STAMP, SQUARE - IDEAL 4922	13/16 X 13/16	EA	\$ 9.95	5
VS0000021058	SID4923				61577	IDEAL SELF-INKING STAMP, SQUARE - IDEAL 4923	1-3/16 X 1-3/16	EA	\$ 11.95	5
VS0000021058	SID4924				61577	IDEAL SELF-INKING STAMP, SQUARE - IDEAL 4924	1 5/8 x 1-5/8	EA	\$ 13.95	5
VS0000021058	SID5732				61577	IDEAL SELF-INKING STAMP, SQUARE - IDEAL 5732	1 1/4 x 1-1/4	EA	\$ 14.25	5
VS0000021058	SSIG100				61577	SIGNATURE STAMP - SELF-INKING	3/4 X 2 3/8 INCHES	EA	\$ 7.95	5
VS0000021058	SSIPROF				61577	PROFESSIONAL STAMP - SELF INKING	1 5/8 INCHES ROUND	EA	\$ 17.50	5
VS0000021058	SID170R				61577	IDEAL ROUND SELF-INKING STAMP - 170R	11/16 INCH	EA	\$ 9.75	5
VS0000021058	SID400R				61577	IDEAL ROUND SELF-INKING STAMP - 400R	1 5/8 INCH	EA	\$ 17.50	5
VS0000021058	SID500R				61577	IDEAL ROUND SELF-INKING STAMP - 500R	2 INCH	EA	\$ 21.00	5
VS0000021058	SID310R				61577	IDEAL ROUND SELF-INKING STAMP - 310R	1 1/4 INCH	EA	\$ 15.50	5
VS0000021058	SID4750D				61577	IDEAL SELF-INKING DIE PLATE DATE STAMP - ID4750D	DBL BRIDGE DIE PLATE AREA: 7/8 X 1-1/2	EA	\$ 17.50	5
VS0000021058	SID5732D				61577	IDEAL SELF-INKING DIE PLATE DATE STAMP - 5732D	DBL BRIDGE DIE PLATE AREA: 1 1/4 X 1 1/4	EA	\$ 18.25	5
VS0000021058	SID5830D				61577	IDEAL SELF-INKING DIE PLATE DATE STAMP - 5830D	DBL BRIDGE DIE PLATE AREA: 1 5/8 X 1	EA	\$ 17.50	5
VS0000021058	STR5430				61577	TRODAT SELF-INKING DIE PLATE DATE STAMP - 5430 HVY DTY	DBL BRIDGE DIE PLATE AREA: 1 X 1 5/8	EA	\$ 26.00	5
VS0000021058	STR5460				61577	TRODAT SELF-INKING DIE PLATE DATE STAMP - 5460 HVY DTY	DBL BRIDGE DIE PLATE AREA: 1 5/16 X 2	EA	\$ 30.00	5
VS0000021058	STR5470				61577	TRODAT SELF-INKING DIE PLATE DATE STAMP - 5470 HVY DTY	DBL BRIDGE DIE PLATE AREA: 1 9/16 X 2 3/8	EA	\$ 35.00	5
VS0000021058	STR5480				61577	TRODAT SELF-INKING DIE PLATE DATE STAMP - 5480 HVY DTY	DBL BRIDGE DIE PLATE AREA: 2 X 2 3/4	EA	\$ 39.00	5
VS0000021058	SID5811				61577	IDEAL SELF-INKING DATE STAMP - 5811	DATE ONLY - NO DIE PLATE - CHAR. SIZE 5/32	EA	\$ 9.95	5
VS0000021058	SID5832				61577	IDEAL SELF-INKING DATE STAMP - 5831	DATE ONLY - NO DIE PLATE - CHAR. SIZE 11/64	EA	\$ 11.75	5
VS0000021058	SID5812				61577	IDEAL SELF-INKING NUMBERING STAMP - 6 BAND	SIZE 9/64 NUMBERS, 6 BANDS	EA	\$ 12.50	5
VS0000021058	SID5832-				61577	IDEAL SELF-INKING NUMBERING STAMP - 6 BAND	SIZE 5/32 NUMBERS, 6 BANDS	EA	\$ 16.50	5
VS0000021058	SID5833				61577	IDEAL SELF-INKING NUMBERING STAMP - 6 BAND	SIZE 15/16 NUMBERS, 6 BANDS	EA	\$ 16.50	5
VS0000021058	STR5546				61577	TRODAT SELF INKING NUMBERING--6 BAND HVY DTY	SIZE 5/32 NUMBERS, 6 BANDS	EA	\$ 21.00	5
VS0000021058	STR5558				61577	TRODAT SELF INKING NUMBERING--8 BAND HVY DTY	SIZE 3/16 NUMBERS, 8 BANDS	EA	\$ 24.50	5
VS0000021058	STR55510				61577	TRODAT SELF INKING NUMBERING--10 BAND HVY DTY	SIZE 3/16 NUMBERS,10 BANDS	EA	\$ 31.00	5
VS0000021058	SPAD IDEAL 50 /4911				61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 50	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 2.50	5
VS0000021058	SPAD IDEAL 100/4913				61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 100	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 2.75	5
VS0000021058	SPAD IDEAL 200/4914				61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 200	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.00	5

VS0000021058	SPAD IDEAL 300/4926			61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 300	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.25	5
VS0000021058	SPAD IDEAL 5770			61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 5770	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.50	5
VS0000021058	SPAD IDEAL 5780			61577	PAD - IDEAL REPLACEMENT PAD - IDEAL 5780	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.25	5
VS0000021058	SPAD IDEAL 5790			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.25	5
VS0000021058	SPAD TRODAT 5430			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.50	5
VS0000021058	SPAD TRODAT 5460			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.00	5
VS0000021058	SPAD TRODAT 5470			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.25	5
VS0000021058	SPAD TRODAT 5480			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.50	5
VS0000021058	SPAD IDEAL 170R			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 2.00	5
VS0000021058	SPAD IDEAL 400R			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 2.50	5
VS0000021058	SPAD IDEAL 500R			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.25	5
VS0000021058	SPAD IDEAL 310R			61577	PAD - IDEAL REPLACEMENT PAD -	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 2.75	5
VS0000021058	SPAD TR5812			61577	TRODAT REPLACEMENT PAD 5812	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.50	5
VS0000021058	SPAD TR5832			61577	TRODAT REPLACEMENT PAD 5832	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.50	5
VS0000021058	SPAD TR5833			61577	TRODAT REPLACEMENT PAD 5833	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.50	5
VS0000021058	SPAD TR5546			61577	TRODAT REPLACEMENT PAD 5546	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 3.50	5
VS0000021058	SPAD TR5558			61577	TRODAT REPLACEMENT PAD 5558	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.00	5
VS0000021058	SPAD TR 55510			61577	TRODAT REPLACEMENT PAD 55510	ORDER "IDEAL" INK TO USE WITH THESE PADS	EA	\$ 4.00	5
VS0000021058	SINK2OZ-1			61577	IDEAL INK 2 OZ. - BLACK	IDEAL INK	EA	\$ 4.25	5
VS0000021058	SXSTAMPER N-10			61577	XSTAMPER PRE-INKED STAMP - N10	SIZE 1/2 X 1 5/8"	EA	\$ 16.50	5
VS0000021058	SXSTAMPER N-12			61577	XSTAMPER PRE-INKED STAMP - N12	SIZE 1 X 2"	EA	\$ 22.00	5
VS0000021058	XSTAMPER N-24			61577	XSTAMPER PRE-INKED STAMP - N24	SIZE 1 1/8 X 3 1/8"	EA	\$ 34.00	5
VS0000021058	SXSTAMPER N-27			61577	XSTAMPER PRE-INKED STAMP - N27	SIZE 1 19/16 X 3 15/16	EA	\$ 48.00	5
VS0000021058	SXSTAMPER N-53			61577	XSTAMPER PRE-INKED STAMP - N54	SIZE 1 1/8 X 1 1/8"	EA	\$ 24.00	5
VS0000021058	SXINK 10CC			61577	X STAMPER INK 10 ML BOTTLE	FOR USE WITH XSTAMPERS ONLY	EA	\$ 5.10	5
VS0000021058	SEMBPT			61577	POCKET / HAND-HELD EMBOSSER	POCKET EMBOSSER	EA	\$ 23.00	5
VS0000021058	SNOTARYBOOK			61577	NOTARY PUBLIC LOG BOOK	LOG BOOK	EA	\$ 11.50	5
VS0000021058	SEMBPT-INS			61577	POCKET / HAND-HELD EMBOSSER, REPLACEMENT CLIP	REPLACEMENT CLIP	EA	\$ 14.60	5
VS0000021058	SEMBST			61577	MY COMMISSION EXPIRES STAMP	NOTARY STAMP	EA	\$ 7.95	5
VS0000021058	SNT1X3			61577	NAME TAG 1 X 3 INCHES - ONE LINE OF TEXT	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 4.50	5
VS0000021058	SNP1X6			61577	NAMEPLATE 1 X 6 INCHES - ONE LINE OF TEXT	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 5.50	5
VS0000021058	SNP1X8			61577	NAMEPLATE 1 X 8 INCHES - ONE LINE OF TEXT	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 6.00	5
VS0000021058	SNP2X8			61577	NAMEPLATE 2 X 8 INCHES - ONE LINE OF TEXT	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 6.00	5
VS0000021058	SNP2X10			61577	NAMEPLATE 2 X 10 INCHES - ONE LINE OF TEXT	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 7.25	5
VS0000021058	SNP1X6 WH			61577	NAMEPLATE 1 X 6 INCHES - ONE LINE OF TEXT - W/HOLDER	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 9.50	5
VS0000021058	SNP1X8 WH			61577	NAMEPLATE 1 X 8 INCHES - ONE LINE OF TEXT - W/HOLDER	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 10.50	5
VS0000021058	SNP2X8 WH			61577	NAMEPLATE 2 X 8 INCHES - ONE LINE OF TEXT - W/HOLDER	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 10.50	5
VS0000021058	SNP2X10 WH			61577	NAMEPLATE 2 X 10 INCHES - ONE LINE OF TEXT - W/HOLDER	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 12.00	5
VS0000021058	SNP210D			61577	NMPLT 2 X 10 INCH - DBL. SIDED (ONE LINE OF TXT) - W/HLDR	SPECIFY:TXT COLOR, BKGND, UP OR LOW CASE	EA	\$ 14.00	5
VS0000021058	SNP ADTLTXT			61577	NAMEPLATE - ADDITIONAL LINE OF TEXT	SAME	EA	\$ 2.00	5
VS0000021058	SPAD4750			61577	REPLACEMENT PADS STAMP 4750	N/A	EA	\$ 3.50	5
VS0000021058	SPADINK1OZ			61577	1 oz bottle stamp pad ink to re-ink Trodat Ideal stamp pads	Avail. In Blk Rd Blue Grn Vlt Brn Hot pnk Org.	EA	\$ 3.25	5
VS0000021058	Next Day Delivery			61577	Next Day Delivery	Next Day Delivery - \$25.00 per Item	EA	\$ 25.00	1

Notes:

- 1) IF ANY OF THESE ITEMS HAVE BEEN DISCONTINUED FROM THE MANUFACTURER, THEY WOULD BE REPLACED WITH COMPARABLE ITEMS.
- 2) FOR ONE DAY DELIVERY, ADD \$25.00 TO THE COST OF THE ITEM SHOWN ON 5 DAY DELIVERY.
- 3) AN ORDER MUST BE RECEIVED BY 11:00 AM TO BE SHIPPED FOR ONE DAY DELIVERY.
- 4) SOME ITEMS THAT ARE TEMPORARILY OUT OF STOCK OR BACKORDERED, MAY HAVE DELAYED DELIVERY.

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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.