

NEW

State of Maine**Master Agreement****Effective Date:** 05/14/19**Expiration Date:** 04/01/23**Master Agreement Description:** LASERLUX Reflectometer Calibration Service & Repair**Buyer Information**Justin Franzose 207-624-7337 **ext.** justin.franzose@maine.gov**Issuer Information**SHARON KRECHKIN 207-624-3038 **ext.** sharon.krechkin@maine.gov**Requestor Information**Sharon Krechkin 207-624-3038 **ext.** sharon.krechkin@maine.gov**Authorized Departments**

ALL

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

VC0000222073

Vendor Name

GAMMA SCIENTIFIC INC

Alias/DBA**Vendor Address Information**

9925 CARROLL CANYON RD

SAN DIEGO, CA 92131

US

Vendor Contact Information

BASIR NAIM

858-279-8034 **ext.** 3244

bnaim@gamma-sci.com

Commodity Information

Vendor Line #: 1

Vendor Name: GAMMA SCIENTIFIC INC

Commodity Line #: 1

Commodity Code: 99200

Commodity Description: LASERLUX Reflectometer Calibration Service & Repair

Commodity Specifications:

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
Contract Amount	Service Start Date	Service End Date
\$0.00	05/14/19	04/01/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date



1-858-279-6044
www.roadvista.com
9925 Carroll Canyon Rd
San Diego, CA 92131

March 5, 2019

Wayne Arsenault
Transportation Operations Manager
Maintenance and Operations
Maine Department of Transportation

RE: Sole Source Statement for Laserlux G7 Product Service

Dear Mr. Arsenault:

Gamma Scientific's RoadVista product warranty and ongoing service support require factory service by certified Gamma Scientific technicians only. Because of the complexity and precision required of the optical design, we do not maintain any authorized service centers. Therefore, all service and repairs must be performed at our factory in San Diego, CA.

If you have any questions or concerns, please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric J. Nelson".

Eric J. Nelson
Director of RoadVista



Laserlux G7 Parts List

Gamma Scientific Inc. dba RoadVista Proprietary Information. All information contained herein is the sole property of Gamma Scientific Inc. Any unauthorized use, such as distributing, copying, modifying, or reprinting, is not permitted. This document is not intended for reproduction or distribution. For internal use at Maine Department of Transportation only.

NOT FOR DISTRIBUTION OR PUBLIC CONSUMPTION

Part Number	Description	Quantity used per instrument	Unit Price
77104B	Containment Assy	1	\$8,368.11
77105	Leveling Assy	1	\$7,933.80
77106A	Mirror Assy	1	\$480.00
77108	Calibration Block Assy	1	\$2,001.15
77112-1	Detector Assy	1	\$2,711.04

5930-018-00003	Switch, Key Washdown SPDT	1	\$63.00
5930-003-00034	Switch, MOM Push SPDT 2A W/LED	1	\$51.69
5935-024-04000	Conn RCPT IP68 USB A Panel MNT	1	\$33.75
77107A	Welded Shelf	1	\$2,001.15
77147A	Front Window	1	\$21.57
77122A	Leveling Port Bezel	2	\$21.57
5365-551-12502	Ring, Retaining Int 1.25" SS	2	\$120.30
77115A	Main Window	1	\$225.00
5330-111-02040	O-Ring, ID=28mm x 1mm Buna-N	2	\$0.45
77135A	Main Window Gasket	1	\$139.20
77117A	Leveling Port Window	2	\$35.82
5310-081-05011	Washer, Wave ID=174 OD=252 SS	4	\$153
5305-873-50621	Screw, Shoulder M3x6 Cap	4	\$7.44
5310-999-01106	Washer, Fiber ID=1" OD=1.25"	6	\$0.39
77116A	Main Window Bezel	1	\$251.61
5962-057-09701	Sensor, Temp & Humidity Module	1	\$209.73
5330-107-87039	O-Ring, ID=20mm x 2mm Buna-N	1	\$0.27
77119A	Sensor Holder Temp/Humidity	1	\$172.02
77124A	Height Port Gasket	2	\$149.13
77016B	Rear Panel PCBA	1	\$303.57
5930-023-00000	USB Flash Drive Cover	1	\$229.11
77158A	USB Cover	1	\$84.00
990-301-20000	Label, Laser Safety Equipment	1	\$0.45
5935-012-04007	Conn Recept 4pos Vert Dual	1	\$0.84
77113B	Large Gasket	1	\$67.50
5995-100-00013	USB Cable A-B, 1Meter	1	\$5.70
5995-120-08000	IDC Ribbon Cable	1	\$7.62
5961-015-05302	LED Orange Panel Mount 12v	1	\$105.60
5961-015-05301	LED Red, Panel Mount 12v	2	\$103.41
77156 A	Mounting Plate	1	\$794.31
77130A	Top Plate	1	\$1,175.37
3120-012-22024	Linear Bearing Drylin ID=12mm	4	\$73.38
77133A	Pivot Plate	2	\$114.18
77132A	Shaft	4	\$69.15
77127A	Secondary Pivot Plate	1	\$166.77
5365-611-20009	Retaining Ring	4	\$3.00
77136A	Pillow Block	6	\$54.72
3040-124-23102	Shaft 6mm x 35mm SS	2	\$18.60
77123A	GPS Cover	1	\$125.88
77114A	GPS Gasket	1	\$23.07

Part Number	Description	Quantity used per instrument	Unit Price
3120-006-10203	Bearing Sleeve, ID=6mm OD=10mm	12	\$2.70
77166A	Bellows	2	\$399.72
77027A	GPS Antenna	1	\$162.00
77025-1	Linear Actuator	1	\$393.33
77025-2	Linear Actuator	1	\$424.95
77025-3	Linear Actuator	1	\$396.96
77024-1	Limit Switch Assy	1	\$61.41
77024-0	Limit Switch Assy	1	\$67.50
77026-2	Fan Assy	1	\$43.98
77026-1	Fan Assy	1	\$44.13
77165A	Mirror	1	\$146.48
77111C	Calibration Cover	1	\$50.61
77109C	Alignment Sideplate	2	\$167.67
6760-510-20406	Mirrors, FS 38.1 x 38 x 3mm	3	\$36.00
77138A	Ceramic Plate	1	\$104.97
77110C	Calibration Angle Plate	1	\$168.33
77175B	Mirror, Protector	1	\$266.52
77171A	Dowel Cal Plate	1	\$137.64
5315-124-12608	Dowel Pin 6mm x 32mm SS	1	\$3.00
5315-124-09440	Dowel Pin 6mm x 24mm SS	1	\$2.67
6760-301-66000	Filter, Bandpass, 660nm	1	\$133.65
77010C	Motherboard	1	\$2,265.00
5961-042-00001	Height Sensor	2	\$1,887.00
7021-700-00004	Beaglebone Black	1	\$159.36
5985-000-00003	2.4Ghz Wifi Antennas	2	\$9.99
7035-700-00083	R8912 2.4Ghz Router	1	\$200.76
7035-700-00084	R11E Dual Channel Wireless Card	1	\$91.26
576-3890-1-ND	U28-5V Regulator	1	\$9.00
5940-350-00000	5/8" Baby Spud w/ 3/8-16 Hole	6	\$11.22
77134A	Resonant Scanner	1	\$2,184.00
77022-1	Stringray Laser	1	\$2,090.07
77013B	Analog Board	1	\$1,026.87
77020A	Router Power Cable	1	\$62.34
77150A	Power Cable	1	\$194.82
77169A	Mounting Pad/ Foam Block	2	\$15.00

Key	
Complete sub-assemblies	
Individual Parts from sub-assemblies	
Individual Parts not part of a sub-assembly	
Labor Rates	
Service Engineer	\$269/hr
Opto-Mechanical Assembly	\$120/hr

State of Maine Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

Requesting Department's Contract Administrator:	Wayne Arsenault Transportation Operations Manager	Office/Division/Program of Contract Administrator:	MaineDOT Maintenance and Operations Highway Operations
Est. Contract Amount:	\$ 50,000	Contract or RQS Number:	20190502000000001165
Proposed Start Date:	4/1/2019	Proposed End Date:	04/01/2023
Vendor/Provider Name, City, State	Gamma Scientific VC0000222073 San Diego, CA. 92131		
Short Description of Good or Service:	The Laserlux G7 is a vehicle mounted reflectometer us to perform quality assurance inspections of our state and contracted applied highway markings "striping" program. This request is for the service, repair, calibration, parts, and labor of the LaserluxG7 reflectometer.		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.		To be completed by the Division of Procurement Services Posting dates on Division of Procurement Services website: From: <u>5/6/2019</u> To: <u>5/12/2019</u>	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 0520190562	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make Procurement Services without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature:	
		Printed Name:	Date:
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i>		

State of Maine Waiver of Competitive Bidding Request Form

- | | |
|----|---|
| F. | The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids; |
| G. | The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need. |
| | If a different authorization specifically allows for this non-competitive procurement, please provide that reference here: |

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non- competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The LaserLuxG7 Reflectometer is a very complex and unique piece of equipment. The technology and parts are proprietary. Due to the complexity, precision, and proprietary parts of this unit required of the optical design and operation of the reflectometer, only Gamma Scientific technicians are qualified to perform necessary service, repair, and calibration of the unit.

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

No other state, local, or Federal Agencies can supply parts needed for the LaserluxG7 Reflectometer.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

Where these units are proprietary to this vendor, the costs are fair and reasonable rather than marked up costs from another vendor even if they could purchase the parts/units from the manufacturer.

State of Maine Waiver of Competitive Bidding Request Form

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

The only way the department could foster competition is if the Gamma Scientific released its proprietary oversight of their product. The amount of down time when something malfunctions is very costly and nonproductive to the department.

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

At the time of purchasing the LaserLuxG7 was the best value and met the requirements specified in our RFP. Gamma Scientific is the only company that has the equipment and expertise to adequately provide service and repair for the LAseryluxG7 Reflectometer. This technology, parts, and service are proprietary to Gamma Scientific and LazerLuxG7 reflectometer.

7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

There is no emergency.

**Signature of requesting
Department's Commissioner
or Chief Executive
(or designee within the
Commissioner's Office):**

By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.

Printed Name:

Brure, A. Van Note

Date:

5/1/19

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.