State of Maine

Master Agreement

Effective Date: 03/01/18
Expiration Date: 02/28/21

Master Agreement Description: Bulk, Concentrated Liquid Cleaning Solution & Equipment

Buyer Information
Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information
Mary Brochu 207-287-3237 ext. mary.l.brochu@maine.gov

Requestor Information
Mark S Mccarthy 207-287-4389 ext. MARK.S.MCCARTHY@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: First Extension: March 1, 2020 through February 28, 2021

Authorized Departments
03A CORRECTIONS

Vendor Information

Vendor Line #: 1

Vendor ID VS00000001662
Vendor Name PortionPac Chemical Corporation

Vendor Address Information
2045 W Gand Ave #201
Chicago, IL 60612
US
Vendor Contact Information
Getchen Maniates
312-447-5702 ext.
gmaniates@portionpaccorp.com

Commodity Information

Vendor Line #: 1
Vendor Name: PortionPac Chemical Corporation
Commodity Line #: 1
Commodity Code: 48500
Commodity Description: Bulk, pre-measured concentrated liquid cleaning solution
Commodity Specifications:
Commodity Extended Description: Bulk, Concentrated Liquid Cleaning Solution & Equipment. First Extension: March 1, 2020 through February 28, 2021

<table>
<thead>
<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
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Delivery Days: Free On Board
0

Contract Amount: Service Start Date
0.00

Catalog Name: PortionPac
Discount: 0.0000%

Discount Start Date: 03/01/18
Discount End Date: 02/28/21

Please see authorized signatures displayed on the next page
Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

[Signature] Jaime C. Schorr, Chief Procurement Officer [Date] 2/26/2020

Vendor PortionPac Chemical Corporation

[Signature] Sean Missey [Date] 2/26/2020

Print Representative Name and Title

Sean Missey CFO
The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)

- Rider A – Scope of Work and/or Specifications
- Rider B – Terms and Conditions
- Rider C - Exceptions
- Bid Cover Page
- Debarment, Performance, and Non-Collusion Certification
- Price sheet
- Other – Included at Department’s Discretion
RIDER A
Scope of Work and/or Specifications

BULK MANUFACTURING EQUIPMENT & PRE-MEASURED CONCENTRATED LIQUID CLEANING SOLUTIONS (NON-DISINFECTANT)
MA 18P 180212-089

COMMODITY ITEMS: Bulk manufacturing equipment/chemicals (Non-Disinfectants) and Pre-Measured Concentrated Liquid Cleaning Solutions.

DETAILED SPECIFICATIONS SCOPE: The Vendor (contractor) shall supply pre-measured chemical cleaning products in environmentally friendly packaging and accessories used in daily maintenance to include floor care, bathroom, food service, dorm and living area service. In addition, the vendor shall provide corporate support to insure training and assistance in the standardization of procedures and proper mixing and usage of products, development of an inventory system, monthly usage reports, and labeling to simplify registration and liability requirements. The vendor must be knowledgeable in American Correctional Association standards to insure the program is in compliance with accreditation requirements.

CONTRACT PERIOD: March 1, 2018 through February 29, 2020, with possible two (2) one (1) year extensions. Extensions will be offered at the discretion of the Division of Procurement Services.
First Extension: March 1, 2020 through February 28, 2021

EXTENSION OF CONTRACT: The Director of Procurement services, with the consent of the Contractor extend the contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice or cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

PRICES: Prices will remain firm for the duration of the contract, with the exception of decreases, which shall be passed on to the State of Maine. Prices will be net including transportation and delivery charges fully prepaid by the contractor FOB Destination.

QUANTITIES: The Contractor shall cover the actual quantities ordered by the Maine State Prison for delivery during the term of the Contract.

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA) in amounts greater than $5000.00. Orders in the amount of $5000.00 or less can be placed using a DO, via email or place with a Contractor representative. DO’s will be e-mailed to the Vendor as a .pdf file at the email address setup in Advantage by the Contractor.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be
required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

DELIVERY: The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

QUARTERLY REPORT: The Division of Procurement Services requires a quarterly report of sales be faxed to 207-287-6578 or emailed to the Procurement Analyst II managing the contract within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased and the quantity of each item sold to the State of Maine.

PENALTY CLAUSE: Delivery is expected within the terms of contract, 30 calendar days. Failure to meet delivery as specified in contract terms could mean loss of contract. All accrued expenses acquired by the Department of Corrections in establishing a new contract or a new supplier in an emergency, could be deducted from contractors pending invoices.

CLEAN GOVERNMENT INITIATIVE

All chemicals purchased for use in Maine state government will be evaluated based on need. Alternative products may be substituted where practical and cost effective. All chemicals and wastes will be disposed in the safest and most proper manner.

The Division of Procurement Services will consider environmental impact when evaluating cleaning products. Emphasis will be placed on low toxicity as well as technically comparable and cost-effective alternatives to dioxin and/or mercury containing products.

All cleaning materials must be safe to use and must require no protective gear or clothing to be worn when using.

SAFETY DATA SHEETS (SDS): Each using facility must be provided with a complete set of Globally Harmonized System (GHS) Safety Data Sheets (SDS) for the products being used in their facility. The SDS must be at the facility prior to delivery. Missing SDS must be supplied immediately upon request.

The Contractor must maintain on the State’s premises a complete set of GHS SDS for any chemical products supplied to each using facility during the contract period and subsequent extensions. The SDS in concentrate and use solution required for each item must clearly state that the material is safe to use and must state that no protective gear or clothing is required.

INSTRUCTION OF PERSONNEL: Within five business days of delivery of product, the contractor shall provide instruction by qualified personnel sufficient to ensure that the product is operated and operator maintained so as to perform to the full extent of its design capabilities. Agency shall designate personnel who are to receive instruction.
INSTRUCTION MANUALS: Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

TOLL-FREE NUMBER: If available, contractors shall provide a toll-free telephone number for the agency's procurement usage. If bidder does not currently maintain a toll-free number, the bidder may offer to establish one prior to award of contract.

PRODUCT SPECIFICATIONS - Bulk Chemicals, Equipment & Accessories

These equipment items will be supplied new to the department at the start of the contract even if the current contractor is awarded the master agreement.

At the end of the contracted period, all equipment must remain on site until the current inventory of product has been used or the contractor / vendor has to agree to purchase back the inventory at the purchased price.

Equipment 1 – Sealing Machine
Equipment to be designed to seal HDPE and LDPE film in Lot I to hold the concentrated bulk chemicals. Equipment to provide a heat seal that will hold a maximum of 64 ounces of material. Equipment to be able to be calibrated to adjust for film thickness and other packaging variables. Machine on loan to agency at no cost based on a loan and packaging agreement to be entered into with successful vendor.
1 each_____ no charge

Equipment 2 - Filling Machine
Equipment to be designed to fill portion-controlled packages of liquid detergents. Equipment to allow for calibrations of filling amounts from 14 ounces to 64 ounces. Equipment to be designed with a Correctional environment in mind and all controls must be key lockable so field adjustments may be made by authorized department personnel only. Safety features include pressure relief valves and emergency shut off. All chemical contact components to be rated to handle the aforementioned concentrated chemicals. Machine on loan to agency at no cost based on a loan and packaging agreement to be entered into with successful vendor.
1 each _____no charge
PRODUCT SPECIFICATIONS – Concentrated 55 Gallon Drums

Item 1: Concentrated Glass Cleaner
Product to be used for cleaning glass, stainless steel, plastic laminates, plexi-glass, and other plastic surfaces. Product to be bio-degradable, VOC and phosphate free. Product will be non-flammable. Product in concentrated form to dilute a minimum of 16-1. Product to be packaged in 55 gallon, DOT approved plastic drums SDS to be provided with EVERY ORDER. Must be Green Seal Approved or Environmental Choice Approved

Item 2: Concentrated Bathroom Cleaner
Product to be used for normal hard surface, porcelain toilet bowl and urinal maintenance. Product to remove light rust, mineral deposits, salts and stains and contain a pleasant smell. Product to be a blend of organic acid such as citric acid and compatible surfactants. Product to be bio-degradable, VOC, alcohol and phosphate free. Product to be non-flammable. Product needs to have a pH level of approximately 2. Product to be packaged in 55 gallon, DOT approved plastic drums. SDS to be provided with EVERY ORDER. Must be Green Seal Approved or Environmental Choice Approved

Item 3: Concentrated All Purpose Cleaner
High action all purpose cleaner for all washable above-the-floor cleaning surfaces. Product to remove pencil, washable ink, light grease and body oils. Lightly scented. Product to be bio-degradable, VOC, alcohol and phosphate free. Product to be nonflammable. Product in concentrated form, to dilute at a minimum of 16-1. Product to be packaged in 55 gallon, DOT approved plastic drums SDS to be provided with EVERY ORDER. Must be Green Seal Approved or Environmental Choice Approved

Item 4: Concentrated pH Neutral Floor Cleaner
Concentrated liquid detergent for cleaning all hard surface flooring. Product is excellent for damp mopping or auto-scrubbing and leaves no film or residue after use at prescribed dilution. Product to be bio-degradable, VOC, alcohol and phosphate free. Product to have a Neutral PH of 7 to 7.8. Product to be packaged in 55 gallon, DOT approved plastic drums. SDS to be provided with EVERY ORDER. Must be Green Seal Approved or Environmental Choice Approved

Item 5: Acrylic Floor Finish
Ready to use, high performance, acrylic floor finish for use on all resilient floors. Can be buffed or spray buffed. To have slip resistance static co-efficient above 0.5. Product to be packaged in 55 gallon, DOT approved plastic drums SDS to be provided with EVERY ORDER.

Item 6: Concentrated Air Freshener
Concentrated air freshener. Neutralizes malodors without staining or residues. VOC free, butyl, alcohol and phosphate free. Works in hot/cold & hard or soft waters. Product to be packaged in 55 gallon, DOT approved plastic drums. SDS to be provided with EVERY ORDER. Must contain no hazards by OSHA HazCom Standards.
**PREMEASURED CONCENTRATED LIQUID CHEMICAL PRODUCTS**

“Priority Will Be Given To Green Seal or Environmental Choice Preferable”

Package size stated in each description is preferred, however not mandated. If the bid package size varies to a point where the users cannot use the product economically, it can be reason to reject the bid.

**Item 7- All Purpose Cleaner (See Item 3 above)**
Concentrated liquid all-purpose cleaner for floor mopping, wall washing, and other manual or machine cleaning methods. Used for heavy soiled areas to include removal of body oils and soap residue. Products to be a U.S.D.A. list, category a-1 detergent. **Green Seal certified.** Each polyethylene pre-measured pouch to make two (2) gallons or four (4) gallons of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 132 pre-measured pouches or 72 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

NOTE: Meets CERCLA, SARA 313 & CWA Regulations

**Item 8- Floor Stripper**
Concentrated liquid to be used for removing metal-interlock floor finish, multiple layers and baseboards. Each polyethylene pre-measured pouch to make four (4) gallons of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 26 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

NOTE: Meets CERCLA & CWA Regulations

**Item 9- Laundry Detergent**
Commercial strength laundry detergent for use in **standard & HE washers.** Formulations free of phosphates, butyl, & nonylphenol ethoxylates. **Green Seal certified.** Use one (1) pouch per load general wash. Product to contain 800 emergency phone number. Each carton contains 108 pouches, packed 4 cartons to a case. SDS to be shipped with product

NOTE: Meets CERCLA, SARA 313 & CWA Regulations

**Item 10- pH Neutral Floor Cleaner (See Item 4 above)**
Concentrated liquid detergent for cleaning all hard surface flooring. Product is excellent for damp mopping or auto-scrubbing and leaves no film or residue after use at prescribed dilution. Product to have a PH of 7 to 7.8. **Green Seal certified.** Each polyethylene pre-measured pouch will make two (2) gallons or four (4) gallons of usable solution when mixed with water and leave a fresh, clean scent. Product to contain 800 emergency phone number. Each carton will contain 180 pre-measured pouches or 108 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

NOTE: Meets CERCLA, SARA 313 & CWA Regulations

**Item 11- Acrylic Floor Finish (See Item 5 above)**
High performance, acrylic floor finish for use on all resilient floors. To have slip resistance static co-efficient above 0.5, be non-yellowing, scuff resistant and fast curing. Each polyethylene pre-measured pouch contains ½ gallon of Ready-to-Use finish. Product to contain 800 emergency phone number. Each carton will contain 3 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

NOTE: Meets CERCLA & CWA Regulations
Item 12- Floor Restorer-Spray Buff/Top Coat
Concentrated liquid, acrylic, top coat excellent for restoring floor finishes to original gloss. Can be applied directly or spray buffed. Each polyethylene pre-measured pouch makes two (2) gallons or one (1) quart of usable restorer when mixed with water for restoring base coat to original brilliance. Product to contain 800 emergency phone number. Each carton will contain 6 pouches or 40 pouches, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA & CWA Regulations

Item 13- Biologically Enhanced Detergent
Concentrated liquid biologically enhanced detergent. Designed to eliminate the daily accumulation of organic wastes on floors and in drain lines. May also be used to remove organic residue from carpeting. Formulation designed to digest waste without causing odors or noxious gas and leaves area with clean, fresh scent. Each polyethylene pre-measured pouch makes two (2) gallons of mopping solution, one (1) quart of drain maintenance solution or one (1) quart of spray solution. Product to contain 800 emergency phone number. Each carton will contain 60 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

Item 14- Bathroom Cleaner (See Item 2 above)
Concentrated liquid cleaner to remove stains, mineral deposit, and rust from toilet bowls, urinals, sinks and other bathroom surfaces. Green Seal certified. Product to contain air freshener/order counteractant for neutralizing malodors. Each polyethylene pre-measured pouch to make one (1) quart of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 78 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

Item 15- Glass Cleaner (See Item 1 above)
Concentrated liquid cleaner with solvents for use in cleaning glass, mirrors, stainless steel, plastic laminates, plexi-glass, other plastic and vinyl surfaces. Each polyethylene pre-measured pouch to make one (1) quart of usable solution when mixed with water. Green Seal certified. Product to contain 800 emergency phone number. Each carton will contain 132 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

Item 16- Air Freshener (See Item 6 above)
Concentrated air freshener/odor counteractant. Neutralizes malodors without staining or residues. VOC free, butyl, alcohol and phosphate free. Works in hot/cold & hard or soft waters. Each polyethylene pre-measured pouch to make one (1) quart of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 120 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

Item 17- Floor Conditioner & Carpet Neutralizer
Concentrated liquid for use in mopping as a floor conditioner/neutralizer during floor stripping process, also can be used to neutralize snow/ice melt compounds. Neutralizes alkaline residue after stripping for better adhesion of floor finish. Used to remove ice melt compounds on floors
and carpets with extractor. Bio-degradable and VOC free. **Green Seal certified.** Each polyethylene pre-measured pouch to make four (4) gallons of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 108 pre-measured pouch, packed 4 cartons to a case. SDS to be shipped with product

**NOTE:** Meets CERCLA, SARA 313 & CWA Regulations

**Item 18- Pot & Pan Detergent**
Concentrated liquid detergent to be used in Commercial Kitchens for cleaning pots, pans and trays. Can also be used in quart bottle to clean counters in non-food prep areas. Designed to be less irritating to skin. Dilutes in hard/soft, hot/cold water. Bio-degradable, product contains no VOC’s, butyl, alcohol and phosphate free. **Green Seal certified.** Each polyethylene pre-measured pouch to make twenty-five (25) gallons or one (1) quart bottle for countertop use of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 40 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

**NOTE:** Meets CERCLA, SARA 313 & CWA Regulations

**Item 19- Degreaser**
Concentrated liquid degreaser to be used in Commercial Kitchens for cleaning heavily soiled areas of floors, ovens and oven racks. To be used as mopping solution, oven cleaner or on other oily surfaces. Bio-degradable, product contains no VOC’s, butyl, acid, alcohol and phosphate free. **Green Seal certified.** Each polyethylene pre-measured pouch to make a four (4) gallons or one (1) quart bottle for countertop use of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain 30 pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

**NOTE:** Meets CERCLA, SARA 313 & CWA Regulations

**Item 20- Germicidal Cleaner**
Concentrated liquid Germicidal cleaner. EPA registered and effective against a broad spectrum of bacteria, such as Staph, Salmonella and Pseudomonas; MRSA, Influenza A, Avian Influenza, VRE, HIV-1 (the virus that causes AIDS) and fungi. Is a Fungicide & Mildewicide. Light disinfectant cleaner for use on high touch areas such as walls, fixtures, tables and non-invasive equipment. **Non-food contact/prep surfaces.** Each polyethylene pre-measured pouch to make five (5) gallons or a one (1) quart bottle of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain twenty (20) pre-measured pouches or one hundred thirty-two (132) pre-measured pouches, packed 4 cartons to a case, respectively. Non-Hazard by OSHA HazCom in dilution. SDS to be shipped with product

**NOTE:** Meets CERCLA, SARA 313 & CWA Regulations

**Item 21- Food Safe Sanitizer**
Concentrated liquid for use in Commercial Kitchens in food prep areas, and sanitation of kitchen equipment and utensils. EPA registered, safe for kitchen food prep areas and disinfection of tables and countertops. Each polyethylene pre-measured pouch to make a seventeen (17) gallons for sink sanitation, or used in stock pump bottle for one (1) quart sprayer of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain thirty-two (32) pre-measured pouches, packed 4 cartons to a case. SDS to be shipped with product

**NOTE:** Meets CERCLA, SARA 313 & CWA Regulations
**Item 22- Carpet Extraction Detergent**
Concentrated liquid detergent for “hot water” extraction or bonnet carpet cleaning. Product formulation to contain a blend of detergents, solvents and water conditioners, as well as a built-in defoamer and should be suitable for use on (stain resistant) Nylon carpeting. Product also should contain air freshener/Odor counteractant for neutralizing malodors. **Green Seal certified.** Each polyethylene pre-measured pac will make three (3), seven (7) or ten (10) gallons of usable solution when mixed with water. Product to contain 800 emergency phone number. Each carton will contain pre-measured pacs, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

**Item 23- Neutral Cleaner & Brightener**
Cleaner/Acrylic Brightener for Auto Scrubber with built-in defoamer and air freshener. Product to be PH Neutral. Each polyethylene pre-measured pac makes ten (10) gallons of usable solution when mixed with water for Auto Scrubber. Product to contain 800 emergency phone number. Each carton will contain 30 pacs, packed 4 cartons to a case. SDS to be shipped with product
NOTE: Meets CERCLA, SARA 313 & CWA Regulations

**ACCESSORIES:**
Instructions include-
- Posters
- SDS
- Spigots
- Sprayers (non-metal)

**BOTTLES:**
Matching product bottles are to be clear, with screen printed color-coded lettering, with cap and pump.

- 5 Gal. Dispenser Bottle with Spigot, w/stick on labels
- Distribution Trays
- Carton Master Cases 160/bale 5,000 approximate annual usage.
- ¼ Case Cartons 350/bale 3,000 approximate annual usage

**Packaging Film**
All packaging film shall be modified polyethylene. Film to be tubular with no manufactured side seam. Film to be either LDPE or HDPE and be 3-5 MIL thick. Film to be delivered precut in sleeve form. Film to hold detergents without any degradation to the film or pose any degradation to the detergents packaged in it for at least a 9 month period. Film must work in conjunction with all packaging equipment. A minimum of 10-100% post consumer recycled content LDPE or HDPE is recommended.
ON SITE CUSTODIAL TRAINING SEMINARS AT USING FACILITIES

Contractor must offer to provide training at no charge on these topics once every twelve months during the contract period.

Blood Borne Pathogen
Right to Know Law
Safety Data Sheet (SDS)
Proper Chemical Mixing and Usage
Personal Protective Equipment (PPE)
Proper Container Labeling
Safe Transportation and Storage of Hazardous Chemical
ACA Accreditation Consulting “American Correctional Assoc.”
Food Service Sanitation Inspection
ServSafe Training
HACCP Training
RIDER B
TERMS AND CONDITIONS

1. DEFINITIONS: The following definitions are applicable to these standard terms and conditions:
   a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
   b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
   c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
   d. The term “Division” shall refer to the State of Maine Division of Purchases.
   e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
   f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

2. WARRANTY: The Contractor warrants the following:
   a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
   b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
   c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
   d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
   e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.
4. **PACKING AND SHIPMENT**: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **DELIVERY**: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division’s releases are at Contractor’s risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division’s delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor’s delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. **FORCE MAJEUER**: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. **INSPECTION**: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor’s expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor’s risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.
8. **INVOICE**: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. **ALTERATIONS**: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

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

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

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

12. **COMPLIANCE WITH APPLICABLE LAWS**: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United
States, or any of their duly authorized representatives to any books, documents, papers and
records of the Contractor which are directly pertinent to that specific contract for the purpose of
making audit, examination, excerpts, and transcriptions. Retention of all required records for
three years after grantees or subgrantees make final payments and all other pending matters are
closed. Compliance with all applicable standards, orders, or requirements issued under section
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.
RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA—make sure Rider C is not checked in the Rider section.
Appendix A

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

BID COVER PAGE and DEBARMENT FORM

<table>
<thead>
<tr>
<th>Bidder’s Organization Name: PortionPac Chemical Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive - Name/Title: Burton W. Klein, President</td>
</tr>
<tr>
<td>Tel: 312-226-0400 Fax: 312-226-5400 E-mail: <a href="mailto:bklein@portionpaccorp.com">bklein@portionpaccorp.com</a></td>
</tr>
<tr>
<td>Headquarters Street Address: 400 N. Ashland Ave.</td>
</tr>
<tr>
<td>Headquarters City/State/Zip: Chicago, IL 60622</td>
</tr>
</tbody>
</table>

(provide information requested below if different from above)

<table>
<thead>
<tr>
<th>Lead Point of Contact for Bid - Name/Title: Jessica Nianick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel: 312-447-5701 Fax:</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:jnianick@portionpaccorp.com">jnianick@portionpaccorp.com</a></td>
</tr>
<tr>
<td>Street Address: Same as above</td>
</tr>
<tr>
<td>City/State/Zip:</td>
</tr>
</tbody>
</table>

By signing below Bidder affirms:
- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

<table>
<thead>
<tr>
<th>Name: Sean Missey</th>
<th>Title: Chief Financial Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
<td>Date: 2/5/2020</td>
</tr>
</tbody>
</table>

State of Maine
Rev. 7/15/2019
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification, and
   iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sean Missey</td>
<td>Chief Financial Officer</td>
</tr>
</tbody>
</table>

Authorized Signature: [Signature]

Date: 2/15/2020
<table>
<thead>
<tr>
<th>SKU</th>
<th>Supplier Name</th>
<th>Item Description</th>
<th>Order Quantity</th>
<th>Case Quantity</th>
<th>Cost/Case</th>
<th>Total Cost</th>
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<tbody>
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<td>S04000</td>
<td>PortionPac Chem Corp</td>
<td>Item 21 Food Safe Sanitizer 32 Pouches/ctn, 4 ctn/cs</td>
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<tr>
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<tr>
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<td>S60006</td>
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<td>$0.70</td>
<td>$364.00</td>
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<tr>
<td>S60007</td>
<td>PortionPac Chem Corp</td>
<td>Item 37 Acrylic Floor Finish 55 Gal</td>
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<td>$6,914.00</td>
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</tbody>
</table>