

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 07/15/16**Expiration Date:** 07/14/19**Master Agreement Description:** Color Copiers (Three)**Buyer Information**

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

Issuer Information

BRUCE TRASK 207-287-6380 ext. bruce.trask@maine.gov

Requestor Information

Bill Drake 207-287-6384 ext. bill.drake@maine.gov

Authorized Departments

18B BUREAU OF INFORMATION SERVICES

Vendor Information**Vendor Line #:** 1**Vendor ID**
VC1000011635**Vendor Name**
BUDGET BUSINESS MACHINES INC**Alias/DBA****Vendor Address Information**

251 GODDARD RD

LEWISTON, ME 04241-2322

US

Vendor Contact Information

STEVE OUELLETTE

207-782-7427 ext.

souellette@bdtme.com

Commodity Information

Vendor Line #: 1

Vendor Name: BUDGET BUSINESS MACHINES INC

Commodity Line #: 1

Commodity Code: 60072

Commodity Description: Color Copiers (Three)

Commodity Specifications: This agreement is for the following three locations per the attached specifications: Location One: Konica BHC308 Copier Base Cost: \$99 Cost per Copy Color: \$0.039 Cost per Copy B/W: \$0.0049 Location Four: KONICA BHC308 Copier Base Cost: \$116 Cost per Copy Color: \$0.039 Cost per Copy B/W: \$0.0049 Location Six: KONICA BHC308 Copier Base Cost: \$116 Cost per Copy Color: \$0.039 Cost per Copy B/W: \$0.0049

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0		
Contract Amount	Service Start Date	Service End Date
\$0.00	07/15/16	07/14/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

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

DETAILED SPECIFICATIONS

RFQ # 18B 1604260000000000728
Color Copiers (10)

QUOTE

36 month rental of a possible Ten (10) New Digital Full Color Copier/Printer

Units must be new current model and in excellent working condition (No discontinued, reconditioned, or re-manufactured models).

Unit must be capable of utilizing standard office electrical outlet (120V) without a dedicated power line.

Contractor will be required to make necessary provisions to insure copiers is ADA compliant. No State standard has been developed for the hardware.

The standard for the software is attached. Contractor will be responsible to either make equipment reasonably ADA accessible or furnish a replacement unit which is reasonably ADA accessible within 14 calendar days of notification.

Contractor will be responsible for furnishing Material Safety Data Sheets (MSDS) upon installation of machine on all supplied items or items needed to operate machine. Contractor will be responsible to incorporate into regular equipment training, safety training on all the items needed to operate equipment to both key operators and casual users.

Energy efficient devices are to be included in the product line offered. The State is committed to saving energy and the contract shall be responsible for emphasizing the energy efficient devices. Specifically:

- 1) The equipment meets Energy Star lower energy consumption standards.
- 2) The screen and monitor do not emit electrostatic and electromagnetic radiation.
- 3) The vendor does not provide equipment or components that may contain unfriendly components (chlorinated solvents, Freon, cadmium in parts of the CRT or electronic components, mercury batteries, etc.) which causes an unfriendly environment and more costly to dispose of.
- 4) Vendor must ship the product with the Energy Star low-power feature activated or enabled.
- 5) If the product is shipped without the Energy Star seal, it must include the manufacturer's certification specifying the machine is Energy Star compliant.

Maintenance will have 4 hours or less response time for a service call (a phone call will not be considered a response). There will be a 1-800 number to call for service. Servicing technicians must be certified on that equipment.

Unit must be sheet-fed plain paper copiers capable of performing to the State's satisfaction by using recycled paper purchased for general use by the Division of Purchases. The vendor must submit a consolidated invoice (base & meter charge) to include period covered and total charges each month, format must include the following:

1. State assigned machine number (ascending order)
2. Machine serial number

3. Model number
4. Location
5. Beginning reading (actual)
6. Ending reading (actual)
7. Copies made
8. Copies charges
9. Monthly charge for each machine base
10. Summary Totals that agree with consolidated invoice
11. Invoice period

The State will **ONLY ACCEPT** Monthly invoices with Base Rental and Monthly Readings from vendor Awarded MA not the Parent Company or Leasing Company.

The multifunctional digital copier must be capable of supporting the following custom Size connectors & software:

1. Capable to support TCP/IP network communication protocol
2. Capable to support Ethernet connection
3. Capable to support a variety of printer languages:
 - A. Post Script
 - B. HP
 - C. PCL

Vendor will be responsible for the total setup of equipment and accessories to make sure it is up and running to the State's satisfaction to include working with States IT personnel to configure copiers to point to States e-mail server, etc.

The pricing includes delivery, installation, removal, training (as needed), stands, all parts, labor, service (to include network service calls), staples, toner, and any shipping/handling charges (everything to operate the equipment excluding paper). Price is ~~inclusive~~ for the entire term of the rental.

The State will not be responsible to pay for replacement or repairs from lightning strikes, power surges, or that could damage equipment. It will be the responsibility of the vendor to supply the proper surge protecting power filtering device for unit and set their current manufacturer's specifications for protection.

The multifunctional unit's hard drive for components, i.e. copiers, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature **MUST** meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID). The State expects that **ALL** of the customer's data will be protected at all times.

ALL DATA OVERWRITE MECHANISMS MUST BE ENABLED UPON INSTALLATION.

The Digital Full Color Copier needs to have the following features:

Location # 1 (Would be located in Augusta)

One (1) disconnected new digital color copier must have the following features:

28 copies per minute in color
28 copies black/white.
Able to copy on 20lb bond to 90lb index
Paper capacity of a 1000 sheets minimum plus stackable bypass
Able to handle a maximum original size of 11x17
Paper cassette must handle paper sizes of 8 1/2 x 11, 8 1/2 x 14 and 11 x 17
Copier must be user friendly and easy to operate
Copier must produce high image quality consistently without special adjustments
Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location #1:

Color - 2,656
B&W - 2,878

*The multifunctional unit's hard drive for components, i.e. copier, printers, faxes, scanners, etc. must have a security feature (data overwrite mechanism). This security feature **MUST** meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies - NO copies included). - PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: Konica Bizhub C308

Base monthly rental charge \$ \$99.00 Cost per copy color \$.039

Cost per copy B/W \$.0049

The State will pay this cost per copy from 1st copy-on copies to be included. Base monthly rental charge must cover all basic equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

TOTAL MONTHLY CHARGES: \$ \$99.00

Additional Accessories Available (these are accessories that are available and can be added to the unit - Do Not add this to the TOTAL MONTHLY CHARGES):

Print/Scan board _____ \$ Inc _____ /month.

Data Overwrite _____ \$ Inc _____ /month.

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RADF _____	\$	Inc _____	/month.
Stapler/Finisher _____	\$	17.00	/month.
Fax board _____	\$	11.50	/month.
Additional Paper Trays _____	\$	12.00	/month.
_____	\$	_____	/month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES NO

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS - YOU MUST CLEARLY STATE WHAT THEY ARE.

TAKE NOTE: If you **DO NOT** state clearly anything about the unit that does not meet specifications and the requirements in **this** quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to add the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within **this** quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

The Digital Full Color Copier needs to have the following features:

One (1) Connected new digital color copier must have the following features

Location #4 (Would be installed in So. Portland)

28 copies per minute in color
28 copies black/white.
Must be a connected machine with a print/scan (scan both in b/w & color)
*Must have Data Overwrite Software
A4/D4 duplex
Nupier/finisher (must offset copies on finishes with unstapled sets)
Able to copy on 20lb bond to 90lb index
Paper cassettes 2 minimum
Paper capacity of a 1000 sheets minimum
RADP
Able to handle a maximum original size of 11x17
Paper cassette must handle paper sizes of 8 1/2 x 11, 8 1/2 x 14 and 11 x 17 plus stackable bypass
Copier must be user friendly and easy to operate
Copier must produce high image quality consistently without special adjustments
Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location #4:

Color - 3,089

B&W - 6,984

*The multifunctional unit's hard drive for components, i.e. copier, printer, fax, scanner, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID) The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (print/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies - NO copies included). - PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: Konica Bizhub C308

Base monthly rental charge \$ 116.00 Cost per copy color \$.039

Cost per copy B/W \$.0049

TOTAL MONTHLY CHARGES: \$ 116.00

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The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by bracket.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board _____ \$ Inc _____ /month.

Data Overwrite _____ \$ Inc _____ /month.

RADF _____ \$ Inc _____ /month.

Stapler/Inkjet _____ \$ Inc _____ /month.

TOTAL MONTHLY CHARGES: \$ 116.00

Additional Accessories Available (these are accessories that are available and can be added to the unit - Do Not add this to the TOTAL MONTHLY CHARGES):

Fax board _____ \$ 11.50 /month

Additional Paper Tray 500 x 2 drawers _____ \$ 12.00 /month.

_____ \$ _____ /month.

_____ \$ _____ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES NO _____.

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS - YOU MUST CLEARLY STATE WHAT THEY ARE.

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

The Digital Full Color Copier needs to have the following features:

One (1) Connected new digital color copier must have the following features

Location #6 (Would be installed in Augusta)

28 copies per minute in color
28 copies black/white
Must be a connected machine with a print/scan (scan both in b/w & color)
*Must have Data Overwrite Software
Auto duplex
Stapler/finisher (must offset copies on finisher with unstapled sets)
Able to copy on 20lb bond to 90lb index
Paper capacity of a 1000 sheets minimum plus large capacity paper tray
RADF
Able to handle a maximum original size of 11x17
2 Paper cassettes must handle paper sizes of 8 1/2 x 11, 8 1/2 x 14 and 11 x 17 plus stackable bypass
Copier must be user friendly and easy to operate
Copier must produce high image quality consistently without special adjustments
Copier must handle heavy workloads efficiently

Estimated average monthly volumes at this Location #6:

Color – 2,666
B&W – 4,054

*The multifunctional unit's hard drive for components, i.e. copier, printer, fax, scanner, etc. must have a security feature (data overwrite mechanism). This security feature MUST meet the ISO 15408 Data security standards established by the Common Criteria for Information Technology Security Evaluation at a minimum of EAL Level 3 (THIS MUST BE IN WRITING AND ATTACHED TO YOUR BID). The State expects that ALL of the customer's data will be protected at all times.

The rental will be broken down with a base rental charge, accessory (RADF/scan, Data Overwrite, etc.) and per copy charge (for color copies and black & white copies – NO copies included). – PLEASE SUBMIT IN FORMAT BELOW:

Mfg. & Model Bidding: Konica Bizhub C308

Base monthly rental charge \$ 116.00 Cost per copy color \$.039

Cost per copy B/W \$.0049

The State will pay this cost per copy from 1st copy-no copies to be included. Base monthly rental charge must cover all base equipment costs and any other operational, maintenance or supply costs not covered in the cost per copy allowance by contract.

Accessories (these are accessories that need to be added to meet specifications):

Print/Scan board _____ \$ Inc /month.

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Data Overwrite _____ \$ Inc /month.
RADF _____ \$ Inc /month.
Stapler/Plisher _____ \$ Inc /month.

TOTAL MONTHLY CHARGES: \$ 116.00

Additional Accessories Available (these are accessories that are available and can be added to the unit - Do Not add this to the TOTAL MONTHLY CHARGES):

Fax board _____ \$ 11.50 /month.
Additional Paper Tray/ 500 x 2 drawers _____ \$ 12.00 /month.
_____ \$ _____ /month.
_____ \$ _____ /month.

DOES YOUR EQUIPMENT MEET THE MINIMUM SPECIFICATIONS: YES NO

IF UNIT QUOTING DOES NOT MEET THE SPECIFICATIONS OR REQUIREMENTS - YOU MUST CLEARLY STATE WHAT THEY ARE.

TAKE NOTE: If you DO NOT state clearly anything about the unit that does not meet specifications and the requirements in this quote, the State will assume it does. If you are the successful vendor with the quote, you will be responsible to hold the costs that you quoted for any accessories, requirements, etc. that will need to be added or required in order to meet the Terms, Conditions, and Specifications within this quote. Descriptive literature must accompany your quote. Please quote electronically with literature attached or to follow.

LOCATION #1 AUGUSTA)

1 Budget

Location #	Vendor	Copier Brand	Copier Model	CPM/PPM Color	CPM/PPM B/W	Copier Base Cost	Cost per Copy Color
1	Budget	Konica	BHC308	30	30	\$99.00	\$0.0390

LOCATION #4 (SO. PORTLAND)

1 Budget

Location #	Vendor	Copier Brand	Copier Model	CPM/PPM Color	CPM/PPM B/W	Copier Base Cost	Cost per Copy Color
4	BUDGET	KONICA	BHC308	30	30	\$116.00	\$0.0390

LOCATION #6 (AUGUSTA)

1 Budget

Location #	Vendor	Copier Brand	Copier Model	CPM/PPM Color	CPM/PPM B/W	Copier Base Cost	Cost per Copy Color
6	BUDGET	KONICA	BHC308	30	30	\$116.00	\$0.0390

Est. Mthly Vol. Color	Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
2,656	\$103.58	\$0.00490	2,878	\$14.10	\$216.69

Est. Mthly Vol. Color	Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
3,089	\$120.47	\$0.00490	6,984	\$34.22	\$270.69

Est. Mthly Vol. Color	Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
2,666	\$103.97	\$0.00490	4,054	\$19.86	\$239.84

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.