

MODIFICATION

State of Maine



Master Agreement

Effective Date: 08/29/16

Expiration Date: 08/28/19

Master Agreement Description: New Digital Full Color Copier/Printers (Two)

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

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000092744

Vendor Name

BUSINESS EQUIPMENT UNLIMITED

Alias/DBA

Vendor Address Information

34 LEIGHTON RD.

AUGUSTA, ME 04330

US

Vendor Contact Information

KIMBERLY AUSTIN

207-622-6251 ext.

kaustin@transcobusiness.com

Commodity Information

Vendor Line #: 1

Vendor Name: BUSINESS EQUIPMENT UNLIMITED

Commodity Line #: 1

Commodity Code: 60072

Commodity Description: New Digital Full Color Copier/Printers

Commodity Specifications: See attached summary. This agreement is for locations one and four per the attached spreadsheet. Location one: Copier Base Cost: \$88.49/month Cost per Copy Color: \$0.045 Cost per Copy B/W: \$0.0049
Location four: Copier Base Cost: \$108.98/month Cost per Copy Color: \$0.045 Cost per Copy B/W: \$0.0049

Commodity Extended Description: 36 month rental (with possible one year extension) for two New Digital Full Color Copier/Printers

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0		
Contract Amount	Service Start Date	Service End Date
\$0.00	08/29/16	08/28/19
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

PART III APPENDICES

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES
BID COVER PAGE**

Bidder's Organization Name: <i>TRANSco BUSINESS Technologies</i>		
Chief Executive - Name/Title: <i>DAVID PALMER UPOF SALES</i>		
Tel: <i>629-3043</i>	Fax: <i>621-8620</i>	E-mail: <i>D.Palmer@TRANSco</i>
Headquarters Street Address: <i>34 LEIGHTON Rd. BUSINESS, Cour</i>		
<i>AUGUSTA ME 04330</i>		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

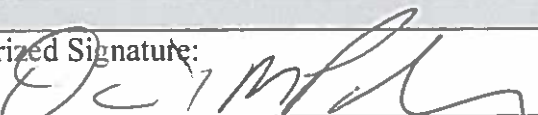
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- 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.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

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.

Name: <i>DAVID PALMER</i>	Title: <i>VP OF SALES</i>
Authorized Signature: 	Date: <i>7-28-2016</i>

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

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 AN 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 One (1) (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 cassettes 2 minimum

Paper capacity of a 1000 sheets minimum

RADF

Able to handle a maximum original size of 11x17

Paper cassette must handle paper sizes of 8 ½ x 11, 8 ½ 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:

Color – 2,500

B&W – 5,000

*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 AN 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: Xerox 78358

Base monthly rental charge \$ 74.99 Cost per copy color \$.045

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 bracket.

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

Print/Scan board included \$ _____/month.

Data Overwrite included \$ _____/month.

RADF included \$ _____/month.

Stapler/Finisher \$ 13.50 /month.

TOTAL MONTHLY CHARGES: \$ 88.49.

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 \$ 5.50 /month.

Additional Paper Tray/s \$ 22.25 /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 Two (2) (Would be installed in Augusta)

35 copies per minute in color

35 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 cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

RADF

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:

Color – 2,500

B&W – 5,000

*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 AN 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: Xerox 7835PT

Base monthly rental charge \$ 88.00 Cost per copy color \$.045

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 bracket.

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

Print/Scan board included \$ _____ /month.
Data Overwrite included \$ _____ /month.
RADF included \$ _____ /month.
Stapler/Finisher _____ \$ 13.50 /month.

TOTAL MONTHLY CHARGES: \$ 101.50.

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 _____ \$ 5.50 /month.
Additional Paper Tray/s _____ \$ 22.25 /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 Three (3) (Would be installed in Augusta)

45 copies per minute in color

45 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 cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

RADF

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:

Color – 6,381

B&W – 1,278

*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 AN 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: Xerox 7845 PT

Base monthly rental charge \$ 89.98 Cost per copy color \$.045

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 bracket.

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

Print/Scan board included \$ _____ /month.

Data Overwrite included \$ _____ /month.

RADF included \$ _____ /month.

Stapler/Finisher \$ 13.50 /month.

TOTAL MONTHLY CHARGES: \$ 103.48.

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 \$ 5.50 /month.

Additional Paper Tray/s \$ 22.25 /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 Four (4) (Would be installed in Augusta)

45 copies per minute in color

45 copies black/white.

Must be a connected machine with a print/scan & fax (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 cassettes 3 minimum

Paper capacity of a 3000 sheets minimum

State of Maine RFQ # 18B 16071100000000000024

Rev. 10/2015

RADF

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:

Color – 1,052

B&W – 705

*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 AN 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: Xerox 7845 PT

Base monthly rental charge \$ 89.98 Cost per copy color \$.045

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 bracket.

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

Print/Scan board included \$ _____ /month.

Data Overwrite included \$ _____ /month.

RADF included \$ _____ /month.

Stapler/Finisher \$ 13.50 /month.

Fax board \$ 5.50 /month.

TOTAL MONTHLY CHARGES: \$ 108.98

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):

Additional Paper Tray/s _____ \$ 22.25 /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.

STATE HELD HARMLESS

The vendor agrees to indemnify, defend and save harmless, the State of Maine, its officers, agents and employees from all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of the contract.

The vendor and agents and employees of the vendor in the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the State of Maine.

No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the parties thereto, and any oral understanding or agreement not incorporated therein shall not be binding on any of the parties thereto.

The State shall be relieved from all risk of loss or damage during the entire time the equipment is in the possession of the State, except when loss or damage is due to fault or neglect of the State.

Copier remains the property of the Vendor. Vendor will be responsible for ALL taxes, fees and filing costs related to the use of the rented equipment.

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

ECONOMIC IMPACT FORM

**RFQ # 18B 16071100000000000024
New Digital Full Color Copier/Printers**

Instructions

In addition to all other information requested within this RFQ, each Bidder should complete the table below to quantify the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is outlined in Executive Order 2012-004, which states that certain contracts "...advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFQ, the term "economic impact" shall be defined as through the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Bidder's response, the Bidder shall provide the information requested below, describing the Bidder's recent economic impact with the State of Maine. This information will be evaluated as described in Part IV A.

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 12-month period	\$ 4,533,876.00
Payments made to Maine-based subcontractors in past 12-month period	\$ 0
Payments of State and local taxes in Maine within past 12-month period	\$ 255,113
Payments of State licensing fees in Maine within past 12-month period	\$ 0
Total Economic Impact Value	\$ 4,788,989.00

For the table above, the following definitions are provided:

- "Maine resident": any person whose primary residence is located within the State of Maine.
- "Maine-based": any organization whose primary operations are located within the State of Maine.
- "Past 12-month period": the past 12-months, starting on the date that the RFQ was publicly released.

Certification Statement

To the best of my knowledge all information provided above is complete and accurate at the time of submission, and I confirm that I am authorized to make such a determination on behalf of my organization.

Name: <i>David Palmer</i>	Title: <i>VP of Sales</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>7-25-2016</i>

LOCATION #1 (AUGUSTA)

BEU:

Location #	Vendor	Copier Brand	Copier Model	CPM/PPM Color	CPM/PPM B/W	Copier Base Cost	Cost per Copy Color	Est. Mthly Vol. Color
1	BEU	XEROX	7835P	35	35	\$88.49	\$0.0450	2,500

LOCATION #4 (AUGUSTA)

BEU:

Location #	Vendor	Copier Brand	Copier Model	CPM/PPM Color	CPM/PPM B/W	Copier Base Cost	Cost per Copy Color	Est. Mthly Vol. Color
4	BEU	XEROX	7845PT	45	45	\$108.98	\$0.0450	1,052

Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
\$112.50	\$0.00490	5,000	\$24.50	\$225.49

Mthly Cost for Color	Cost per Copy B/W	Est. Mthly Vol. B/W	Mthly Cost B/W	TOTAL MTHLY COST
\$47.34	\$0.00490	705	\$3.45	\$159.77

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.