

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 01/15/15**Expiration Date:** 02/29/20**Master Agreement Description:** HDPE and PP Culverts, Tri-State, Maine Lead State**Buyer Information**

William Allen

207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

SHARON KRECHKIN

207-624-3038 ext. sharon.krechkin@maine.gov

**Requestor Information**

Sharon Krechkin

207-624-3038 ext. sharon.krechkin@MAINE.GOV

**Authorized Departments**

ALL

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

VC1000000802

**Vendor Name**

ADVANCED DRAINAGE SYSTEMS INC

**Alias/DBA****Vendor Address Information**

4640 TRUEMAN BLVD

HILLIARD, OH 43026

US

**Vendor Contact Information**

Thomas Truman

614-658-0245 ext.

thomas.truman@ads-pipe.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** ADVANCED DRAINAGE SYSTEMS INC

**Commodity Line #:** 1

**Commodity Code:** 91339

**Commodity Description:** Contract for HDPE Pipe Culverts

**Commodity Specifications:** See All Attachments

**Commodity Extended Description:** All prices are F.O.B. Destination.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> ADS	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 01/15/15	<b>Discount End Date</b> 02/29/20

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** ADVANCED DRAINAGE SYSTEMS INC

**Commodity Line #:** 2

**Commodity Code:** 91339

**Commodity Description:** Contract for HDPE Pipe Culverts (not in catalog file)

**Commodity Specifications:** Service line-only for items not on catalog file

**Commodity Extended Description:** All prices are F.O.B. Destination.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 0	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 01/15/15	<b>Service End Date</b> 01/15/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

Bureau of Business Management – Division of Procurement Services  
State of Maine – Department of Administrative and Financial Services  
9 State House Station  
Augusta, Maine 04333-0009

Contract Number  
MA 150128\*151

Tel. (207) 624-7340  
Fax.# (207) 287-6578

### EXTENSION OF MASTER AGREEMENT CONTRACT

**Commodity Item:** HDPE and PP Culverts - With the States of Maine, New Hampshire and Vermont

**Contractor:** Advanced Drainage Systems Inc.

**Contract Period Extended To:** 02/29/20

**Contract Pricing:** Extend at current pricing

**Extension Clause:** The State reserves the right to extend this contract with the consent of the contractor.

**Agreement to Extend Contract:** In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 150128\*151 through Feb. 29, 2020 with all terms, conditions remaining as shown in the original contract.

**Quarterly Report:** The State of Maine, Division of Purchases requires a quarterly report of sales be faxed to 207-287-6578 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, broken down by Delivery Location as well as the total dollar value of purchases made by all Delivery Locations.

**By: (Print Name)** Thomas Truman

**By: (Signature)** 

**E-mail Address:** [Thomas.Truman@ads.pipe.com](mailto:Thomas.Truman@ads.pipe.com)

**Date:** 12/4/2018

**Dollar value the State of Maine has spent on this contract from 01/15/18 to present:** \$ 289,284.<sup>00</sup>

**Dollar value the State of New Hampshire has spent on this contract from 01/15/18 to present:** \$ 325,000.<sup>00</sup>

**Dollar value the State of Vermont has spent on this contract from 01/15/18 to present:** \$ 26,454.<sup>21</sup>

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
06110020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,6 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 6 Inch Diameter, per AASHTO	LNFT	1.88	5
08110020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,8 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 8 Inch Diameter, per AASHTO	LNFT	3.18	5
10110020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,10 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 10 Inch Diameter, per AASHTO	LNFT	4.52	5
12810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 12 Inch Diameter, per AASHTO	LNFT	5.11	5
15810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 15 Inch Diameter, per AASHTO	LNFT	6.57	5
18810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 18 Inch Diameter, per AASHTO	LNFT	10.21	5
24810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 24 Inch Diameter, per AASHTO	LNFT	15.33	5
30810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 30 Inch Diameter, per AASHTO	LNFT	24.22	5
36810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 36 Inch Diameter, per AASHTO	LNFT	28.02	5
42810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 42 Inch Diameter, per AASHTO	LNFT	36.05	5
48810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 48 Inch Diameter, per AASHTO	LNFT	43.26	5
60810020IB	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 60 Inch Diameter, per AASHTO	LNFT	58.20	5
12860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall (DW), C-Perf Pattern	LNFT	5.11	5
15860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	6.57	5
18860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	10.21	5
24860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	15.33	5
30860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	24.22	5
36860020ME	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	28.02	5
42860020IB	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	36.05	5
48860020IB	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Popethylene (HDPE)	LNFT	43.26	5
12950030DW	Pipe-Drainage DW, Solid, N-12 Plain End, 12 inch x 30 ft	Dual Wall (DW)	LNFT	5.11	5
15950030DW	Pipe-Drainage DW, Solid, N-12 Plain End, 15 inch x 30 ft	Dual Wall (DW)	LNFT	6.57	5
18950030DW	Pipe-Drainage DW, Solid, N-12 Plain End, 18 inch x 30 ft	Dual Wall (DW)	LNFT	10.21	5
24950030DW	Pipe-Drainage DW, Solid, N-12 Plain End, 24 inch x 30 ft	Dual Wall (DW)	LNFT	15.33	5
30950030DW	Pipe-Drainage DW, Solid, N-12 Plain End, 30 inch x 30 ft	Dual Wall (DW)	LNFT	24.22	5
12610020IBPL1	Pipe PP, DW, Perforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Perforated	LNFT	6.71	5
15610020IBPL1	Pipe PP, DW, Perforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Perforated	LNFT	8.63	5
18610020IBPL1	Pipe PP, DW, Perforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Perforated	LNFT	12.95	5
24610020IBPL1	Pipe PP, DW, Perforated, 24 inch x 20 ft	Polypopylene Pipe, 24 Inch Diameter, Dual Wall, Perforated	LNFT	19.53	5
30610020IBPL1	Pipe PP, DW, Perforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Perforated	LNFT	31.33	5
36610020IBPL1	Pipe PP, DW, Perforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Perforated	LNFT	38.93	5
42610020IBPL1	Pipe PP, DW, Perforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Perforated	LNFT	50.07	5
48610020IBPL1	Pipe PP, DW, Perforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Perforated	LNFT	61.71	5
60610020IBPL1	Pipe PP, DW, Perforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Perforated	LNFT	83.11	5
12650020IBPL1	Pipe PP, DW, Unperforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Unperforated	LNFT	6.71	5
15650020IBPL1	Pipe PP, DW, Unperforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Unperforated	LNFT	8.63	5
18650020IBPL1	Pipe PP, DW, Unperforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Unperforated	LNFT	12.95	5
24650020IBPL1	Pipe PP, DW, Unperforated, 24 inch x 20 ft	Polypopylene Pipe, 24 Inch Diameter, Dual Wall, Unperforated	LNFT	19.53	5
30650020IBPL1	Pipe PP, DW, Unperforated, 30 inch x 20 ft	Polypopylene Pipe, 30 Inch Diameter, Dual Wall, Unperforated	LNFT	31.33	5
36650020IBPL1	Pipe PP, DW, Unperforated, 36 inch x 20 ft	Polypopylene Pipe, 36 Inch Diameter, Dual Wall, Unperforated	LNFT	38.93	5
42650020IBPL1	Pipe PP, DW, Unperforated, 42 inch x 20 ft	Polypopylene Pipe, 42 Inch Diameter, Dual Wall, Unperforated	LNFT	50.07	5
48650020IBPL1	Pipe PP, DW, Unperforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Unperforated	LNFT	61.71	5
60650020IBPL1	Pipe PP, DW, Unperforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Unperforated	LNFT	83.11	5
1265AA	Coupler, Split Band 12 inch	12 Inch Diameter	EA	7.21	5
1565AA	Coupler, Split Band 15 inch	15 Inch Diameter	EA	12.01	5
1865AA	Coupler, Split Band 18 inch	18 Inch Diameter	EA	20.47	5
2465AA	Coupler, Split Band 24 inch	24 Inch Diameter	EA	25.71	5
3065AA	Coupler, Split Band 30 inch	30 Inch Diameter	EA	67.12	5

State of Maine  
Attachment "I"

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS  
AND SCHOOL DISTRICTS**

The Division of Purchases is committed to providing purchasing opportunities for political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing.

The successful bidder's willingness to extend contract pricing to these entities will be considered in making this award. All bid responses will include in the comments field of their bid whether or not they will accept orders with or without condition from political subdivisions and Maine school districts at the prices quoted.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes, unconditionally.

Yes, with conditions. Specify: \_\_\_\_\_

No. We have a separate program in place outside the state contract

Name of Company:

\_\_\_\_\_ADVANCED DRAINAGE SYSTEMS INC.\_\_\_\_  
\_\_\_\_\_

Address:

4640 TRUEMAN BLVD  
HILLIARD, OHIO 43026  
\_\_\_\_\_

Signature: \_\_\_\_\_John Whitehouse  
\_\_\_\_\_

Date:

\_\_\_\_\_1/9/2015\_\_\_\_\_  
\_\_\_\_\_

# 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.

# *ADVANCED DRAINAGE SYSTEMS, INC.*

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## *2015 Municipal program*

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*The ADS Pipe program for 2015 is structured to meet the needs of all Maine cities and towns.*

- 1) Same as in the past, you can order from any ADS Distributor that you choose to do business with.*
- 2) You can be "Green" and order either ASTM Recycled pipe or State spec. AASHTO Pipe.*
- 3) There are price levels for any quantity purchased.
  - a) Full truckloads delivered direct from the ADS plant*
  - b) Half truckloads delivered from your local Distributor.*
  - c) Quarter truckloads delivered from your local Distributor*
  - d) Small orders delivered or picked up from your local Distributor.**
- 4) Call your Distributor for prices on the type of pipe you prefer.*



PAUL R. LePAGE  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BURTON M. CROSS BUILDING, 4<sup>TH</sup> FLOOR  
9 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0009

RICHARD ROSEN  
ACTING COMMISSIONER

MARK W. LUTTE  
DIRECTOR

**REQUEST FOR QUOTATION**  
**{RFQ - 18P- 1412080000000000482}**  
**Multi State Solicitation for HDPE Culverts**  
**RFQ CLOSES ON January 5, 2015**

**OVERVIEW:**

**SCOPE AND BACKGROUND:** The State of Maine, Division of Purchases, in a multi-state purchasing agreement, is releasing this Request for Quotation to contract for the purchase of HDPE Culverts. Master Agreement (Contract) will be issued to Manufacturers/Distributors for HDPE culverts.

**COOPERATIVE BACKGROUND INFORMATION AND REQUIREMENTS:** Participating States may add language establishing dollar requirements or anticipated quantities for volume purchases, require permissive or mandatory use of the contract for their respective State, or other criteria required by each State dependent upon their statutes, policies and procedures or as mandated by each State Purchasing/Procurement Director as outlined in their individual "Participating Addendum". The items will be required on an as needed basis by various government and state agencies throughout the State of Maine and other states that have or may elect to participate in the resulting contract.

Current states that have elected to participate:

- State of New Hampshire
- State of Vermont

The Cooperative HDPE Culvert Pipe Contract is a cooperative group-contracting consortium for state government departments, institutions and political subdivisions (municipalities, counties, etc.) for the various states. The purpose of establishing a HDPE Culvert Pipe contract is to enable participating states and the purchasing entities within those participating states, to join together in a cooperative multi-state contracting alliance, to achieve cost effective and efficient acquisition of quality HDPE Culvert Pipe.

**CONTRACT PERIOD:** Contracts arising from this Request for Quotation will be for a period of **24 months** with an option to renew for three additional **12 month** periods. Proposed start date will be January 15, 2015.

**SINGLE POINT OF CONTACT:** All communications concerning this Request for Quotation (RFQ) are to be addressed in writing to the attention of: [todd.cummings@maine.gov](mailto:todd.cummings@maine.gov). Todd Cummings, Buyer II is the sole contact for this Quotation. Actual contact with any other party or attempts by bidders to contact any other party could result in disqualification of bid response.

**QUESTION AND ANSWER:** If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

**BID SUBMISSION:** All bids are submitted electronically (no exceptions). All vendors/bidders must be registered with the Advantage ME Vendor Self Service system <https://mevss.hostams.com/webapp/PRDVSS1X1/Advantage> to respond to the solicitation. Registration is free of charge to all vendors.

**SPECIFICATIONS:** See separate **Attachments (A) (B), and (C).**

**PRICES:** For all **HDPE Culverts**, all pricing is based on **F.O.B. Destination**. All prices shall remain firm for the duration of the contract. (see below). If there is a minimum order size, you must state that with your bid.

**PRICE ADJUSTMENTS:** Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective.

The State of Maine reserves the right to seek additional discounts from the contractor, or to contract separately for single purchase for a particular State project or other immediate use if, in the judgment of the Division of purchases, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the published contract prices, whether or not such a savings actually occurs.

**Price increases** due to commodity price fluctuations will be considered on a quarterly basis, if needed, upon the vendor's presentation of compelling evidence that will allow the State of Maine Division of Purchases to determine that an increase is warranted.

**ADDITION / DELETION OF PRODUCTS:** The supplier is responsible for notifying the Lead State of all new and discontinued products in a timely manner. Additional line items may be added to the Master Agreement for HDPE Culverts through mutual agreement of the Supplier and the State of Maine.

**F.O.B. DESTINATION:** Contractor will be held accountable for all material delivered to destination in accordance with standard commercial practices.

## **ORDERING AND DELIVERY**

**PIPE ORDERS.** Pipe orders shall be written notification. All orders shall be delivered within 20 days of the date of written notification. Certification in accordance with the applicable AASHTO specification stated above shall be provided when requested with the order.

**DELIVERY.** **The contact person indicated for the respective delivery location shall be notified 48 hours prior to delivery.** At the time of notification, an approximate hour of delivery at the appropriate maintenance lot shall be specified and the specifics of unloading shall be agreed upon.

It shall be the supplier's responsibility that the pipe arrives on the site in good condition. The unloading shall be a mutual effort between State and Supplier. The pipe will be accepted or rejected at the time of delivery. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State. **Maine DOT:** Maine DOT primarily uses HDPE/CPP pipe or ALCCMP for entrances and HDPE/CPP or PPGCMP for cross pipes. RCP is used on a less frequent basis. . The most common sizes of both types are typically between 15" and 48".

<b>Maine</b>			
<b>Office Telephone</b>	<b>Delivery Location (ZIP Code)</b>	<b>Deliver Contact Person</b>	<b>Invoice Address</b>
Region 1 207-885-7000	MaineDOT Pleasant Hill Road, Scarborough, ME 04070	Tim Cusick 207-885-7008	MaineDOT Region 1 P.O. Box 358 Scarborough, ME 04070-0358
Region 2 207-624-8200	MaineDOT Route 17 (1/2 mile west of Union town line) Washington, ME 04574	Luke Gould 207-845-2387	MaineDOT Region 2 98 State House Station Augusta, ME 04333
Region 3 207-562-4228	MaineDOT Route 2 Dixfield, ME 04224	Bill Emery 207-592-8738	MaineDOT Region 3 P.O. Box 817 Dixfield, ME 04224
	MaineDOT 17919 River Road Solon, ME 04979		
Region 4 207-941-4500	MaineDOT 515 Dover Road Charleston, ME 04422	Bob Davis 207-285-3683	MaineDOT Region 4 219 Hogan Road Bangor, ME 04401
	MaineDOT 615 US Route 1 Jonesboro, ME 04648	Clayton Dowling 207-434-2911	
Region 5 207-764-2060	MaineDOT 41 Rice Street Presque Isle, ME 04769	Deborah Chase 207-764-2060	MaineDOT Region 5 P.O. Box 1178 Presque Isle, ME 04769

**VTrans:** VTrans primarily uses Corrugated Galvanized Metal Pipe (CGMP) and HDPE pipe for cross pipes and drive culverts. We rarely have the need for RCP pipe in maintenance operations. Vermonts anticipated needs for FY10 are **2700 LF of CGMP, 6600 LF HDPE, 200 LF 6" Under-drain and assorted accessories.**

<b>Vermont</b>				
<b>District</b>	<b>Office Telephone</b>	<b>Delivery Location (ZIP Code)</b>	<b>Deliver Contact Person</b>	<b>Invoice Address</b>
<b>1</b>	(802) 447-2790	Vt Agency of Transportation Bennington Garage 359 Bowen Road Bennington, VT 05201	Bill Leach (802) 447-6923	Vt Agency of Transportation Nelson Blanchard, DTA 359 Bowen Road Bennington, VT 05201
<b>2</b>	(802) 254-5011	Vt Agency of Transportation Londonderry State Garage 158 Derry Woods Road Londonderry, VT 05148	Bill Sargent (802) 786-0028	Vt Agency of Transportation Nelson Blanchard, DTA 870 US Route 5 Dummerston, VT 05301
<b>3</b>	(802) 786-5826	Vt Agency of Transportation Rutland State Garage McKinley Avenue Rutland, VT 05701	Bruce Nichols (802) 251-2003	Vt Agency of Transportation Tammy Ellis, DTA 122 State Place Rutland, VT 05701
<b>4</b>	(802) 295-8888	Vt Agency of Transportation Royalton State Garage 1953 VT Route 107 Royalton, VT 05068	Ervin Ricker (802) 295-8888	Vt Agency of Transportation Tammy Ellis, DTA 221 Beswick Drive White River Junction, VT 05001
<b>5</b>	(802) 655-1580	Vt Agency of Transportation Colchester State Garage 5 Barnes Avenue Colchester, VT 05446	David Blackmore (802) 654-1721	Vt Agency of Transportation Gilbert Newbury, DTA PO Box 168 Essex Junction Junction, VT 05453
<b>6</b>	(802) 828-2691	Vt Agency of Transportation Middlesex State Garage 1170 US Route 2 Middlesex, VT 05602	Roger Lathrop (802) 828-2690	Vt Agency of Transportation Wayne Gammell, MTA 186 Industrial Lane Barre, VT 05641
<b>7</b>	(802) 748-6670	Vt Agency of Transportation St. Johnsbury State Garage 1068 US Route 5 St. Johnsbury, VT 05819	Tom Lewis (802) 751-0212	Vt Agency of Transportation Dale Perron, DTA 1068 US Route 5 Suite 2 St. Johnsbury, VT 05819
<b>8</b>	(802) 524-5926	Vt Agency of Transportation St. Albans State Garage 680 Lower Newton Road St. Albans, VT 05478	Randy Reed (802) 524-5926	Vt Agency of Transportation Gilbert Newbury, DTA 680 Lower Newton Road St. Albans, VT 05478
<b>9</b>	(802) 334-7934	Vt Agency of Transportation Derby State Garage 4611 US Route 5 Newport, VT 05885	Scott Keyser (802) 334-4342	Vt Agency of Transportation Dale Perron, DTA 4611 US Route 5 Newport, VT 05885

Mark Kirouac, P.E.- Assistant State Maintenance Engineer  
Caleb Dobbins, P.E. – State Maintenance Engineer  
Bureau of Highway Maintenance  
New Hampshire Department of Transportation

## New Hampshire

**PROPOSED DELIVERY LOCATIONS Culvert Pipe**

**FOB DESTINATION \*\*\*CALL 24 HOURS BEFORE DELIVERY\*\*\*  
to Confirm Exact Delivery Address**

**General Locations for Supplies / Equipment – Culvert Pipe  
NH DOT Highway Maintenance Districts**

<b>DISTRICT</b>	<b>DELIVERY LOCATION / CONTACT PERSON</b>	<b>TELEPHONE</b>
District 1 (M100)	Greg Placy, District One Engineer Route US 3, (North of Town) 641 Main Street Lancaster, NH 03584	603-788-4641
District 2 (M200)	Alan G. Hanscom, District Two Engineer P/S 205 490 Route 118 Canaan, NH 03741	603-448-2654
District 3 (M300)	Mark Morrill, District Three Engineer District Three Patrol Shed, New Hampton Off Route 104, 1/8 Mile East of New Hampton / I-93 Interchange (Exit 23) New Hampton NH 03256	603-524-6667
District 4 (M400)	Douglas Graham, District Four Engineer 19 Base Hill Road Swanzey, NH 03446-9998	603-352-2302
District 5 (M500)	Pamela Mitchell, District Five Engineer District Five Patrol Shed 512 469 Mammoth Road (Rt. 128 South of Junction of Rt. 28) Londonderry NH 03053	603-485-9526
District 6 (M600)	Douglas DePorter, District Six Engineer District Six Patrol Shed 605 South Side of Pinkham Road, Off Route 125, 0.7 Miles North of Lee Traffic Circle Approx. ¼ Mile East of Route 125 Lee NH 03824	603-868-1133



**INVOICES:** Separate invoices are required for each order number. All invoices must reference Master Agreement Number, the Agency/Entity Order Number and the specified shipment quantity and date. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be issued within 30 days of delivery and paid in a timely manner agreed upon between the using agency and the contractor.

**REPORT OF PURCHASES:** Contractor will be required to furnish to the Director of Purchases a detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

**CANCELLATION OF CONTRACT:** The Division of Purchases reserves the right to cancel a contract upon a thirty day written notice, or cancel immediately if the contractor does not conform to the terms and conditions of this contract.

**ATTACHMENTS INCLUDED WITH THIS RFQ:**

- A: Specifications for HDPE Culverts**
- B: Pipe Thickness Chart**
- C: Coupling Band Widths**
- D: Maine Terms and Conditions**
- E: Vermont Terms and Conditions**
- F: Vermont State Provisions**
- G New Hampshire Terms and Conditions**
- H: Price Sheet for HDPE Culverts (Complete and re-attach with Bid)**
- I: Maine Opportunities for Political Subdivisions and School Districts (Complete and re-attach with Bid)**
- J Vermont Towns and Schools Questionnaire (Complete and re-attach with Bid)**
- K Vermont Certificate of Compliance (Complete and re-attach with Bid)**
- L New Hampshire Terms Agreement (Complete and re-attach with Bid)**