

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/22/16**Expiration Date:** 04/30/20**Master Agreement Description:** Traffic Paints -Fast Dry Waterborne**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**

VC1000031151

Vendor Name

FRANKLIN PAINT COMPANY, INC

Alias/DBA**Vendor Address Information**

259 COTTAGE ST

FRANKLIN, MA 02038

US

Vendor Contact Information

Lawrence Boise

508-528-0303 ext.

larry@franklinpaint.com

Commodity Information

Vendor Line #: 1

Vendor Name: FRANKLIN PAINT COMPANY, INC

Commodity Line #: 1

Commodity Code: 63066

Commodity Description: Paints, Traffic

Commodity Specifications: As per the specifications attached and made part of this MA

Commodity Extended Description: Upon award and for the duration of this contract, Franklin Paint will ensure fresh paint is available to Maine DOT. To ensure fresh paint at the beginning of the new striping season, Franklin Paint will absorb all expenses incurred to transport prior seasons remaining Franklin Paint material back to it's facility, refresh and return refreshed material to Maine DOT.

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
1	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Traffic Paint	0.0000 %	
	Discount Start Date	Discount End Date
	04/22/16	04/30/20

TERMS & CONDITIONS

MA 160421-164

COMMODITY ITEM: Fast Dry Waterborne Traffic Paints

CONTRACT PERIOD: Through April 21, 2018. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. **Final Extension through April 30, 2020**

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

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

QUANTITIES: It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

PRICES: Prices listed as “Delivered” or “Vendor Ships” are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

FEES IMPOSED: Under title 22, chapter 252, Lead Poisoning Control Act, beginning July 1, 2006, a fee was imposed to manufacturers or wholesalers of paint sold in the State of Maine to support the Lead Poisoning Prevention Fund under section 1322-E. The fee is imposed at the manufacturer’s or wholesaler’s level in the amount of \$.25 per gallon of paint. The fee is paid once per year by the corporate owner of the brand name or private label covering all the Maine paint sales for that company. The deadline for submission of payment of the fee is April 1st for paint sales during the preceding calendar year. Vendors are hereby informed of the existence of this fee, and there will be no adjustments to awarded bids because of this fee. For more information about the Lead Poisoning Prevention Fund and the paint fee, [Title 22, §1322-F: Lead poisoning prevention fee](#) If this fee is repealed, the contractor must reflect the change in their pricing.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

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

DELIVERY LOCATIONS:

Three main delivery locations:

- Augusta- 121 Leighton Rd, Augusta ME 04333
- Turner- Route 4 Fern St, Turner ME 04282
- Bangor- 219 Hogan Road, Bangor ME 04401

Five satellite locations:

- Bar Harbor- 1061 State HWY 102, Bar Harbor ME 04609
- Sedgewick- 279 Snow’s Cove Road, Sedgewick ME 04676
- Jonesboro- 645 US Route 1, Jonesboro ME 04648
- Caribou- 25 Carroll St, Caribou ME
- York- US 1 3.8 Mile from Kittery/York TL, York, ME 03909

INVOICES: Separate invoices are required for each order number. All invoices must reference the Master Agreement Number, the Customer Number and a Batch number. Failure to do so could cause lengthy delays of payment of invoices. All invoices should be invoiced within 30 days of delivery and payment in accordance with the commodity terms and conditions attached to the contract. Electronic (or email) invoicing is preferred. The invoices shall reflect the agreed upon methodology of the attached Advantage Price Spreadsheet. The State of Maine will add the \$0.25 DHHS fee to each individual price quoted for the final price.

SDS CLAUSE: The Maine Chemical Substance Identification Law (26MRSA) requires all manufacturers, importers, suppliers, and distributors of hazardous chemicals doing business in the State of Maine to provide a copy of the current Safety Data Sheet (SDS previously known as Material Safety Data Sheet - MSDS) for any direct purchaser of that chemical with a copy to be forwarded to the Division of Purchases.

QUARTERLY REPORT: The Division of Procurement Services **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 Department as well as the total dollar value of purchases made by all Departments.

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

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
SPECIFICATION FOR FAST DRY WATERBORNE
TRAFFIC PAINT**

1. SCOPE:

This specification describes 100% acrylic type, low VOC, fast drying, white, yellow, and other colors as listed, waterborne traffic paints that can be used on bituminous and Portland cement concrete pavements.

2. APPLICABLE SPECIFICATIONS:

Federal specification TT-P-1952F (Paint, Traffic and Air Field Marking, Waterborne), Federal Test Method Standard 141c. American Society for Testing and Materials (latest revision) as referenced. American Association of State Highway and Transportation Officials (AASHTO) Materials, Specifications and Tests.

3. GENERAL REQUIREMENT:

3.1 The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.

3.2 The paint shall be well mixed in the manufacturing process and shall be properly ground when incorporating the pigments in order to conform to the requirements as specified.

3.3 The paint shall not liver, thicken, curdle gel, settle excessively, or otherwise show any objection properties while in storage and in use. It shall be readily remixed manually to smooth, uniform consistency throughout and during application.

3.4 The paint shall dry on a road surface to a strongly adherent film that will not turn dark in sunlight or show appreciable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather and wear resistance traffic line.

4. APPLICATION:

4.1 This paint must be reflectorized for night visibility by adding reflective spheres before the paint dries or sets, by using drop-on or pressurized methods. The reflective spheres shall be evenly dispersed on wet paint film of 15+ 1 mils (110- 115 square feet per gallon) at a rate of 8 pounds per gallon.

4.2 The lines shall be applied with airless or air assisted spray equipment so as to have the paint at a temperature of 150°F maximum in the heat exchanger and 120-140°F at the spray nozzle. The maximum no-tracking time shall not be exceeded when the pavement temperature is greater than 50°F, under humidity conditions of 80% or less on dry pavement.

5. STANDARD COMPOSITION:

5.1 The composition of the **white paint** shall comply with the following:

5.1.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Rohm Haas Fastrack 3427, or Dow DT-250 or an equivalent, pre-approved by the State. (The State will, as its option, to assure that the specified binder is used).

5.1.2 Titanium Dioxide (ASTM D1394), Rutile Type II 1 lb/gal. Min.

5.1.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.1.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by vol.

5.1.5 Total non-volatile in vehicle 42% Min. by weight

5.1.6 Lead (ASTM D3335) 0.06% Max.

5.1.7 VOC (ASTM D3960) 1.25 lb./gal. (150 g/l) Max.

5.1.8 Weight per gallon (ASTM D1475) 14.0 + 0.3 pounds

5.1.9 pH of the paint 9.6 Min.

5.1.10 The paint shall be rated as non-combustible. The closed cup flash point shall not be less than 140°F.

5.2 The composition of the **yellow paint** shall comply with the following:

5.2.1 The binder shall be 100% acrylic, as determined by infrared analysis according to ASTM D2621. It shall consist of either Dow DT-250 or Rohm Haas Fastrack 3427, or an equivalent, pre-approved by the State. (The State will, as its option, to assure that the specified binder is used.) The yellow pigment shall be Yellow #65 or Yellow #75.

5.2.2 Titanium Dioxide (ASTM D1394), Rutile Type II 0.2 lb./gal. Max.

5.2.3 Pigment (ASTM D3723), by weight 58% Min. 62% Max.

5.2.4 Total non-volatile (ASTM D2697) 76% Min. by weight 62% Min. by Vol.

5.2.5 Total non-volatile in vehicle 42% Min. by weight

5.2.6 Lead (ASTM D3335) 0.06% Max.

5.2.7 VOC (ASTM D3960) 1.25 lb./gal. (150g/l) Max.

5.2.8 Weight per gallon (ASTM D1475) 13.6 + 0.3 pounds

5.2.9 pH of the paint 9.6 Min.

5.2.10 The paint shall be rated as non-combustible. The close cup flash point shall not be less than 140°F.

6. DETAILED REQUIREMENT:

6.1 Viscosity: The paint viscosity shall not be less than 78 nor more than 95 Krebs units at 77°F when tested according to ASTM D562.

6.2 Condition in Container: The paint as received shall show no livering, skinning, mold growth, purification, corrosion of the container, or hard settling of the pigment. Any settling shall be readily dispersed when stirred by hand with no persistent foaming.

6.3 Grind: The fineness of grind shall not be less than 2 N.S.U. when tested according to ASTM D1210.

6.4 Drying Time: The paint shall dry in not more than 10 minutes at 77°F when tested according to ASTM D711 and drawn down to a wet film thickness of 15 mils.

6.5 Color: The white traffic paint shall match Federal Test Standard 595 No. 37925. It shall not discolor in sunlight and shall maintain its light fastness throughout the life of the paint (approximately two years). For yellow the color shall closely match Federal Test Standard 595 No. 33538. Other colors listed below. Color determination shall be made without bead at least 24 hours after application.

Green – ~~34108~~ (Change to: **2252U Pantone Color**)

Black – 37038

Blue – ~~35180~~ (Change to: **299U Pantone Color**)

Red – ~~34136~~ (Change to: **7622U Pantone Color**)

6.6 Flexibility: The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952F, Section 4.5.5., using a ½” mandrel bends.

6.7 Dry Opacity: The paint shall have a minimum contrast ratio of 0.96 when applied at a wet film thickness of 5 mils when tested according to ASTM D2244.

6.8 Daylight Reflectance: The daylight directional reflectance of the white paint shall not be less than 85% and not less than 50% for yellow (relative to magnesium oxide) when measured in accordance with Federal Test Method No. 141c.

6.9 Bleeding: The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Spec. TT-P-1952F.

6.10 Scrub Resistance: The paint shall pass 300 cycles when tested in accordance with ASTM D-2486.

6.11 Freeze-Thaw Stability: The paint shall show no change in consistency greater than 10% when tested in accordance with TT-P-1952F.

6.12 No Track Time: The paint shall dry to a no tracking condition in no more than 75 seconds. The no tracking condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils (381 microns) with white or yellow paint covered with glass beads at a rate of 6 pounds per gallon (719 grams per liter). The paint lines for this test shall be applied with the striping equipment operated so as to have the paint at temperatures up to 140°F (60°C) at the spray orifice. This maximum tracking time shall not be exceeded when the pavement temperature varies from 50°F (10°C) to 120°F (49°C), and under humidity conditions of 80% or less providing that the pavement is dry. The no tracking time shall be

determined by passing over the paint line 75 seconds after paint application, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour (48 to 64 kilometer per hour) with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet (15.3 meters) from the point where the test vehicle has crossed the line shall be considered as showing no tracking and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

6.13 Heat Stability: The paint shall show no coagulation, discoloration or change in consistency greater than ten (10) Krebs Units when tested in accordance with TT- P-1952F.

6.14 Dry Through (Early Washout): A 15 mil wet film of the paint placed immediately in a humidity chamber maintained at 72.5°F+ 2.5°F and 90%+ 3 relative humidity shall have a “dry-through” time less than or equal to the specifier’s laboratory reference paint film when tested in accordance with ASTM D1640, except that the pressure exerted will be the minimum needed to maintain contact between the thumb and film.

6.15 Storage Stability: When stored in a three-quarters filled can for a period of thirty days, the paint shall be in a homogeneous state with no skinning, curdling, hard settling or caking that cannot be readily remixed.

LOW TEMPERATURE PAINT

6.16 Low Temperature paint shall be formulated to perform with air temperatures as low as 35 degrees at a wet film thickness of 15 mils.

Requirements for Low Temperature WHITE and YELLOW Traffic Paint

PROPERTY	TEST METHOD	REQUIREMENTS
Binder	ASTM D2621 infrared analysis	
Total solids	ASTM D3723	60% min by volume
Pigment	ASTM D3723	58% to 62% by weight
Lead	ASTM D3335	0.06% max
VOC	ASTM D3960	150 g/l (1.25 lb/gal) max
pH of the paint		9.6 min.
Flash point (close cup)	D3278 Setaflash	>93°C (>200°F)
Viscosity (krebs units)	ASTM D562	75 min to 90 max. @ 25°C (77°F)***
Drying time	ASTM D711 with wet film thickness of 15 mils	10 minutes max. @ 25°C (77°F)
Dry opacity (contrast ratio)	ASTM D2244 with wet film thickness of 15 mils	0.98 min.
Freeze-thaw stability	FSS TT-P-1952D	<=10 % change
Heat Stability (krebs units)	FSS TT-P-1952D	<=10 % change
Color		See section 2.4

*****Viscosity:** Paint falling within the requirements will not be rejected. However manufacture shall strive to provide paint between 84-88 kreb units as this our optimal operating viscosity.

6.18 Condition in Container: See Section 6.2.

6.19 “No Track” Time – The “No Tracking” condition shall be determined by actual application on the pavement at a wet film thickness of 15 mils with white or yellow paint covered with glass beads at a rate of 8 pounds per gallon. The paint lines for this test shall be applied with the striping equipment with the paint at temperatures between 85°-105°F at the spray orifice. The “No Tracking” time shall be determined by passing over the paint line after the specified time, in a simulated passing maneuver at a constant speed of 30 to 40 miles per hour with a passenger car. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of approximately 50 feet from the point where the test vehicle has crossed the line, shall be considered as showing “No Tracking” and conforming to the requirement for field drying conditions. This field dry time test shall be used for production samples only.

Paint Type	Low Temperature
Pavement Temperature	35°F to 50°F
“No Track” Time	10 minutes

6.20 Material Safety Data Sheets: (OSHA form 20 or equivalent) pertinent to all materials in this product shall be provided with each delivery.

6.21 Storage Stability: See Section 6.15

7. PACKING STAINLESS STEEL OR PLASTIC CONTAINER TOTES WITHOUT LINERS AND RUST RESISTANT

All materials furnished under these specifications shall be shipped in strong, new five (5) gallon buckets, new fifty-five (55) gallon drums, reusable two hundred and seventy five (275) gallon or reusable two hundred and fifty (250) gallon stackable tote containers as called for. All paint regardless of container type shall be screened with a #60 screen prior to packaging.

7.1 Stainless steel containers (totes) will have a capacity of two hundred-fifty (250) gallons. Each tote will be filled with 250 gallons of paint with a minimum amount of water shall be floated on the surface to prevent skinning.

7.1.1 These refillable containers (totes) shall have a lever operated 2” bottom outlet valve. Totes shall be constructed of sufficient strength to withstand repeated use of filling and transporting to avoid leakage over the life of these totes. These totes shall be mounted on a platform which will serve as a skid for easy forklift handling. All totes will be the property of the bidder and the bidder shall have an adequate quantity of totes to meet the paint delivery schedule.

7.2 This specification covers caged bottle paint totes (a.k.a. composite intermediate bulk containers (IBCs)) made of blow-molded high molecular high density polyethylene (HDPE) enclosed by a galvanized square tubular steel cage. Included are requirements for materials, construction, tolerances and workmanship. Tote capacity is 275 gallons (1,040 L).

7.2.1 The material used shall be HDPE resin as compounded and certified by the manufacturer. The HDPE resin shall contain a U.V. stabilizer as compounded by the resin manufacturer. The frame and the pallet shall be zinc galvanized tubular steel.

7.2.2 Totes shall be reusable HDPE intermediate bulk containers capable of handling bulk liquids of 1.9 specific gravity. Foot print dimensions shall not exceed 48 inches for either width or depth. Totes shall be UN / D.O.T certified for shipping and handling of bulk liquids with a maximum of 1.9 specific gravity as

required by Code of Federal Regulations (CFR) Title 49 Part 178. Totes shall have a base that allows four-way forklift and pallet jack handling. The totes shall be capable of being stacked a minimum of two high when completely filled with paint.

7.2.3 The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, dried paint, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel. Fine bubbles are acceptable with tanks to the degree in which they do not interfere with proper fusion of the resin melt.

Bottom Drain Valve. 2" (51mm) BANJO full port polypropylene bolted ball valve with a 2" (51mm) male quick disconnect fitting. Includes dust cap and cap lanyard. The valve and disconnect shall be leak free and compatible with waterborne paint. Top Fill Lid The top lid shall be a 6" screw cap style lid, and shall be easily opened by hand. The screw cap shall have a 2" bung incorporated into it to provide a vacuum vent.

Gallonage Marker Tote shall have a molded-in gallon marker for at-a-glance monitoring. Certification Tote shall have markings for U.N. / D.O.T. shipping classification, capacity, tare mass, the month, day and year of manufacture, and manufacturer name, city and state as required by CFR 49 Part 178.703. Totes shall have either a document holder attached or direct stenciling to the side that will clearly convey the company name, color of paint, quantity of paint contained, batch number, formula code and other information as may be specified / requested by the MaineDOT

7.3 All totes shall be completely cleaned and flushed inside, to the satisfaction of the Maine Department of Transportation Traffic Office before refilling.

7.4 4.3 Fifty-five (55) gallon containers (drums) must be new and rust resistant. Drum manufacturer shall stamp all drums that it is approved for UN 1A2 which means open top steel drums & US Department of Transportation Hazardous Materials shipping regulations. Drums shall have the type of removal head which conforms to ICC specification. The drums shall have an epoxy phenolic coating. Disposable plastic drum liners or fiber pack drums shall not be accepted. The drums shall be filled with fifty-five (55) gallons of pigment binder. Volume measurements shall be based on 25°C (77°F). Drums shall be provided with reusable gasket of a type, which will prevent the paint from skinning during storage and shall be equipped with outside locking rings or clamps.

7.5 4.4 Five (5) gallon containers (pails) shall be new and made of a plastic material. Pails shall have resealable covers and be equipped with wire bail or handles. Each container shall be so filled that weight of the material within the pail shall be accurately determined at 25°C (77°F), and the gallon capacity of the pail identified.

7.6 4.5 Each container shall be legibly marked with the name of the manufacturer, the type, color and quantity of paint, the manufacturer's lot (batch) number and date of manufacturer. Each container shall also be marked using the Hazardous Material Identification System (HMIS) label.

8. SAMPLING AND INSPECTION:

8.1 Pre-bid samples adequate for testing and furnished free of charge shall be sent to:

Vermont Agency of Transportation
Attn: Jerry McMahan
2178b Airport Road
Berlin, VT 05641

The samples will be tested as follows:

- ASTM D652, Viscosity
- ASTM D1475, Density
- ASTM D711, Dry time
- ASTMD2369/3723
 - Total Solids
 - % Pigment
 - % Vehicle
 - %Non-Volatile Vehicle
- ASTM D2805, Dry Opacity
- pH
- Uniform Surface Dry on Opacity Drawdown

Samples will not be returned.

8.2 Each bidder shall submit a paint formula. The paint manufacturer shall submit to the Construction Division Test Lab a batch formula in weight proportions and total gallonage per batch prior to the award of the bid. The formula shall be in generic terms rather than trade names. After the paint has been manufactured, a certified batch analysis shall also be sent to the Construction Division Test Lab, Maine Department of Transportation, PO Box 1208, Bangor, Maine 04402-1208.

8.3 The authorized Department inspector shall have free access to the manufacturing plant for sampling, inspecting, and testing the raw materials entering into the paint and for observing the weighting of the raw materials going into the batches and the process of the manufacture. The manufacturer shall furnish every reasonable facility for sampling and testing and for sealing the containers of the paint samples before and during manufacture. Samples adequate for testing shall be furnished free of charge by the manufacturer. Random samples at the manufacturing plant or at the point of delivery may be subjected to both chemical and physical analysis and if found to be of unsatisfactory quality, the materials they represent will be rejected. The methods of analysis shall be those approved by the "American Society for Testing and Materials" or otherwise specified in the applicable material specifications.

8.4 The accepted manufacturer of the paint shall take 3 one pint samples from the batch, nearest to the completion of production of each 4,000 gallons, and shipped to the MDOT Construction Division Test Lab, 219 Hogan Road, Bangor, Maine 04402, all without charge.

8.5 The manufacturer shall have sufficient capacity of his plant to produce a minimum of 5,000 gallons of MDOT paint per 8 hour day.

Note: All delivered material shall conform to the certified analysis. All deliveries will be tested for specification compliance. Any material not conforming will be rejected and removed at the vendor's expense. Final acceptance and testing shall be made at the point of application. Invoices will not be paid until conformation has been given by the lab that the material has met specifications. If a paint batch does not meet specifications, the lab will provide the test results in writing to the vendor. If a paint batch fails the entire batch will be rejected.

Point of Application: Sampling will consist of running off 2 to 3 gallons from the lower hose connection of the tote to allow for a more consistent sample, and then running paint into a quart size sampling can for testing at the state lab. If the initial sample does not pass, a second sample from the same tote will be taken to verify the initial test results.

If the vendor fails three (3) lab specification tests or delivery dates, the State may repurchase the product from any other source without competitive bidding, and the original vendor may be liable to the State for any excess costs. Under the same circumstances, the State of Maine and/or Vermont also reserves the right to cancel the contract and go to the next lowest bidder where the original vendor may be liable to the State for any excess costs.

MANUFACTURER PART NUMBER	SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
2014-B	White 250 DEL	Traffic Paint, White, 250 Gal Tote, Delivered	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$8.59	14
2015-B	Yellow 250 DEL	Traffic Paint, Yellow, 250 Gal Tote, Delivered	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$8.59	14
2028-B	White Cold 250 DEL	Traffic Paint, White, Cold Weather, 250 Gal Tote,Del	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$11.99	14
2029-B	Yellow Cold 250 DEL	Traffic Paint, Yellow, Cold Weather, 250 Gal Tote,Del	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$11.99	14
2014-B	White 250 PU	Traffic Paint, White, 250 Gal Tote, Picked Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$8.30	14
2015-B	Yellow 250 PU	Traffic Paint, Yellow, 250 Gal Tote, Picked Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$8.30	14
2028-B	White Cold 250 PU	Traffic Paint, White, Cold Weather, 250 Gal Tote,Pick Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$11.70	14
2029-B	Yellow Cold 250 PU	Traffic Paint, Yellow, Cold Weather, 250 Gal Tote,Pick Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$11.70	14
2014-55	White 55 DEL	Traffic Paint, White, 55 Gal Drum, Delivered	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$9.34	14
2015-55	Yellow 55 DEL	Traffic Paint, Yellow, 55 Gal Drum, Delivered	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$9.34	14
2014-55	White 55 PU	Traffic Paint, White, 55 Gal Drum, Picked Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$9.05	14
2015-55	Yellow 55 PU	Traffic Paint, Yellow, 55 Gal Drum, Picked Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	gal	\$9.05	14
2022-5	Green 5GAL DEL	Traffic Paint, Green Hydrophast, 2252U Pantone,5 Gal,Del	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$61.35	14
2025BR-5	Brick Red 5GAL DEL	Traffic Paint, Brick Red Hydro,7622U Pantone,5 Gal,Del	Brick Red Hydrophast,7622U Pantone, Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$71.10	14
2023-5	Black 5GAL DEL	Traffic Paint, Black Hydrophast, 5 Gal, Delivered	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$58.60	14
2024-5	Blue 5GAL DEL	Traffic Paint, Blue Hydrophast, 299U Pantone,5 Gal,Del	Vendor Ships, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$58.10	14
2022-5	Green 5GAL PU	Traffic Paint, Green Hydro,2252U Pantone,5 Gal,Pick Up	Green Hydrophast, 2252U Pantone, State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$59.90	14
2025BR-5	Brick Red 5GAL PU	Traffic Paint,Brick Red Hydro,7622U Pantone,5Gal,Pick Up	Brick Red Hydrophast, 7622U Pantone, State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$69.65	14
2023-5	Black 5GAL PU	Traffic Paint, Black Hydrophast, 5 Gal, Picked Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$57.15	14
2024-5	Blue 5GAL PU	Traffic Paint, Blue Hydrophast,299U Pantone,5 Gal,Pick Up	State Picks Up, Price Includes Lead Poisoning Control (DHHS) FEE	pail	\$56.65	14

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.

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 160421*164

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

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Traffic Paints

Contractor: Franklin Paint Company, Inc

Contract Period Extended To: 04/30/20

New Lower Pricing: Current pricing through April 30, 2020

Extension Clause: The State reserves the right to extend this contract for a period of one year, 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 160421*164 through April 30, 2020 with all terms, conditions remaining as shown in the original contract.

Quarterly Report: The 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 Department as well as the total dollar value of purchases made by all Departments.

By: (Print Name) Lawrence H. Boise, President

By: (Signature) Lawrence H. Boise, Pres.

E-mail Address: larry@franklinpaint.com

Date: JANUARY 3, 2019

Dollar value the State has spent on this contract from 04/22/18 **to present:** \$ 2,495,329.90



Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel. (207) 287-8016
Fax (207) 287-9058; TTY (800) 606-0215

Environmental & Occupational Health
Tel. (207) 287-4311
Fax (207) 287-3981

FREQUENTLY ASKED QUESTIONS ON THE LEAD POISONING PREVENTION FEE

1. What is the Lead Poisoning Prevention Fee?

The Lead Poisoning Prevention Fee is a per-gallon fee imposed on the sale of paint in Maine to fund lead poisoning prevention programs that benefit community members and workers. The Lead Poisoning Prevention Fund (LPPF) is administered by the Maine Department of Health and Human Services (DHHS).

2. Who must pay the fee?

Generally, companies owning the brand name or private label of paint sold in Maine must pay the fee. For fee-paying purposes, the brand name or private label owners are considered manufacturers of the paint. However, where paint is imported from another country (such as Canada) for sale into Maine, the importer is required to pay the fee unless the brand label owner is subject to Maine's jurisdiction by virtue of doing sufficient business in the state. A company engaged in retail sales does not pay the fee unless it is also the brand name or private label owner and thus considered a paint manufacturer.

3. What if my company does not sell paint in Maine, or sells very little paint in Maine?

If your company sells less than 1,800 gallons of paint in Maine in a calendar year, the fee is waived. If your company does not sell any paint in Maine, the company is not subject to the fee. In either case, you may wish to submit a protective filing by completing the *State of Maine's Lead Poisoning Prevention Fee Annual Remittance Form* and checking the "Method 3" box in the Remittance Calculation section, to be sure DHHS is aware of your status.

4. What kinds of paint are subject to the fee?

Under the rules, all paint products included within the U.S. Census Bureau's Paint and Allied Products sector description, except for miscellaneous allied paint products, are subject to the fee. Thus, paint is defined broadly to include architectural coatings (such as interior and exterior paints, primers, stains, and lacquers), product finishes for original equipment manufacturers (such as finishes for vehicles, appliances, metals, and furniture), and special-purpose coatings (such as traffic marking paints, marine paints, and vehicle refinishing paints). Table 2 of the 2004 Census Report for this sector contains a list of the relevant paint product categories, is referenced in the rules, and appears on Maine's Environmental & Occupational Health Programs (EOHP) website at <http://www.maine.gov/dhhs/mecdc/environmental-health/eohp/>.

5. How do I calculate the amount of my company's fee?

The fee amount is 25 cents per gallon of paint sold in Maine, so you must convert the volume of paint you sold to the number of gallons. You can determine the amount of Maine paint sales in one of two ways; the choice is yours. If you can track actual Maine sales within the calendar

year, simply use that actual sales volume. Alternatively, you can assume Maine sales represent 0.42% of your national paint sales, and thereby multiply your company's national paint sales by 0.0042. Just indicate on the reporting form which method you chose.

6. Is the fee collected at the point of sale or paid by stores where paints are sold?

No. The fee is paid once per year by the corporate owner of the brand name or private label, covering all Maine paint sales for that company during the prior calendar year.

7. How does a company pay the fee?

The fee is paid by check and accompanied by the *State of Maine's Lead Poisoning Prevention Fee Annual Remittance Form* signed by a "responsible corporate official." For a corporation, a responsible corporate official is a senior manager of a company—defined as a president, vice-president, secretary, or treasurer—who is in charge of a principal business function, or another person performing a similar decision-making function. There are instructions on the form indicating to whom the check should be made payable, as well as the address to which the check and reporting form should be mailed.

8. When must the fee be paid?

The deadline for submission of the check and the reporting form is April 1 for the preceding calendar year. Accordingly, the fee payment and reporting form for 2013 are due no later than Monday, April 1, 2014.

9. What should I do if I want to keep the information on the reporting form confidential?

Check the box on the reporting form that indicates you wish to designate the submitted information as confidential. Information designated confidential will be segregated from DHHS's public records. Under the rules, you will be notified if a member of the public requests access to the information, and will then be provided an opportunity to demonstrate that the information should not be disclosed under applicable state law.

10. When will the fee lapse?

The law establishing the Lead Poisoning Prevention Fee states that the fee is repealed when the Commissioner of Health and Human Services certifies a period of 24 months has elapsed since the Department of Health and Human Services identified a child with an elevated blood lead level through screening by health care providers.

11. Whom should I contact if I need more information?

For additional information regarding submission of the fee and/or the activities supported by the fee, as well as the applicable law, regulations, and a copy of the reporting form, please go to the EOHP website at <http://www.maine.gov/dhhs/mecdc/environmental-health/eohp/>, or contact Andrew Smith, State Toxicologist and EOHP Director, as indicated below.

Phone: (207) 287-5189
Fax: (207) 287-3981
Email: andy.e.smith@maine.gov