

NEW

State of Maine**Master Agreement****Effective Date:** 01/10/19**Expiration Date:** 02/29/20**Master Agreement Description:** Flexible Tubular Guardrail Marker / Delineators**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

Brian Burne

207-624-3571 ext. brian.burne@maine.gov

Authorized Departments

17A TRANSPORTATION

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

VC1000014084

Vendor Name

CENTRAL EQUIPMENT CO

Alias/DBA

DBA WHITE SIGN CO

Vendor Address Information

PO BOX 261

STILLWATER, ME 04489

US

Vendor Contact Information

JON BRISSETTE

207-827-5802 ext.

jon@white-sign.com

Commodity Information

Vendor Line #: 1

Vendor Name: CENTRAL EQUIPMENT CO

Commodity Line #: 1

Commodity Code: 57044

Commodity Description: Posts, Steel (For Delineator Markers, Mile Markers, etc.)

Commodity Specifications:

Commodity Extended Description: Posts, Steel (For Delineator Markers, Mile Markers, etc.)

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

60

Free on Board

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

Central Equip Tubular Delin

Discount

0.0000 %

Discount Start Date

01/10/19

Discount End Date

02/29/20

TERMS & CONDITIONS
MA 190110-079

COMMODITY ITEM: Flexible Tubular Guardrail Marker / Delineators

CONTRACT PERIOD: Initial period through February 29, 2020. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

VENDOR CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. The contact person will be: **Jon Brissette** Phone: **800-479-6193 or 207-827-5802**
Email: jon@white-sign.com

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.

PRICES: With a minimum order of 250 or more posts the prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. The contract price will be in effect for smaller orders picked up at the store and out of existing in store inventory. Orders of less than 250 that are to be shipped will be charged a freight charge. Prices are to remain firm for the duration of the 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.

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.

INVOICES and PAYMENT: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall minimally include the following:
Contractor name, address & Contract Number 18P 190110-079, Invoice Date & Number

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

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 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

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.

Specifications

FLEXIBLE DELINEATOR POSTS, GUARDRAIL MARKERS AND ANCHORING DEVICES

1 DESCRIPTION

This specification is for flexible delineator posts and guardrail markers with anchoring devices (as applicable).

2 REQUIREMENTS

A. Delineator Posts and Guardrail Markers

- (1) **Tubular Delineator Posts and Guardrail Markers** shall consist of a flexible, durable, and non-discoloring material that is 2 to 4 inches in diameter and resistant to ultraviolet and infrared radiation. Tubular delineator posts and guardrail markers shall be permanently closed or capped to prevent moisture or debris from entering. The upper end of the post/marker shall be flattened to provide an area at least 3 inches wide and 12 inches long to accommodate retroreflective sheeting. Posts/markers shall be light gray in color.

Once installed, the delineator posts and guardrail markers shall be resistant to overturning, twisting, leaning or displacement. The posts must be compatible with an anchor that holds the post in place by a locking mechanism or bolting arrangement that provides a simple method of attaching the original post, or subsequent replacement posts, to the anchor with few to no tools. Simplicity, safety and function of this post-to-anchor connection will be a consideration in the award.

- (2) **Extrusion Delineator Posts and Guardrail Markers** shall consist of a single curve, C-shaped thermoplastic extrusion a minimum of 3.75 inches wide, with 0.160 inch (typical) walls, comprised of a uniformly curved profile with a 3.0" radius. All delineator posts shall be capable of sustaining a minimum of ten (10) direct wheel-over impacts at 60 MPH (100 KPH) without damage to the post or the reflective sheeting applied to the post. All posts shall be constructed of UV-stabilized thermo-plastic polycarbonate (PC) for superior durability and weathering, conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (typical)	D 792	1.20
Hardness (min., R-scale)	D 785	100
Water Absorption, 24 hours, 73 F	D 570	0.576
Tensile Elongation @ break (min. %)	D 638	30 %
Izod Impact, 1/8" Notched, (ft. lbs./in.)	D 256	12.0
Izod Impact, 1/8" Un-notched, (ft. lbs./in.)	D 256	No Break
Cold Temp. Impact Test (-7° F)	Florida DOT	Pass

B. Anchors.

- (1) Tubular Delineator Posts and Guardrail Markers require 2 types of anchors:
- i. *Driveable Soil Anchor.* The anchor for the tubular delineator post must be easily driveable in compacted gravel and durable enough to be reused in most cases as posts become damaged. Compatibility with the soil anchors presently in use will be a consideration in the award.

- ii. *Surface Mount Anchor.* The anchor for the guardrail marker must be capable of attaching to a solid horizontal surface with the use of a single bolt or lag. The surface mount anchor shall have a footprint not to exceed 20 square inches or an overall height not to exceed 2 inches.
- (2) Extrusion Delineator Posts and Guardrail Markers require 2 types of anchors:
- i. *Soft Soil Plastic Anchor:* The plastic anchor shall meet the same physical properties as the extrusion delineator posts, shall be 2.0” (50.8 mm) in length, and of sufficient strength so as to resist pull out in multiple high speed impacts. Anchors shall be placed in slots at the bottom tip of posts prior to installation.
 - ii. *Steel Anchor:* The steel anchor unit shall be a hot rolled rail steel or new billet steel meeting the physical requirements of ASTM A499 and the chemical requirements of ASTM A1. The steel anchor shall be a uniform flanged channel post with nominal weight of 1.12 #/ft. (.418 kg) before holes are punched. Anchors shall be a minimum of 12” (304.5m m) in length and have a sufficient number of 3/8” (9.5 mm) diameter holes on 1” (25.38 mm) centers to facilitate attachment to flexible guide posts. Anchors shall be supplied with attachment hardware as recommended by the manufacturer.

C. Color

Delineator posts shall be constructed of UV-stabilized polymers and colors. The color shall be solid throughout and stabilized to resist UV degradation. Color shall be Gray/Light Gray, unless otherwise specified.

D. Retroreflective Sheeting

When specified, retroreflective sheeting shall be 3” wide x 9” tall and applied to the flattened area of the post on one side. Retroreflective sheeting shall comply with ASTM 4956 Type III/IV requirements and shall be white, yellow, red or green, as specified. The retroreflective sheeting shall be positioned within 2 inches of the top and applied in such a manner as to ensure that the sheeting will not become detached from the post/marker before the reflectivity has faded below acceptable levels.

E. Performance

Crashworthiness: delineators, guardrail markers and bases are required to meet the crashworthy criteria for category I devices contained in the testing and acceptance guidelines of the National Cooperative Highway Research Program (NCHRP) Report 350. Impact Resistance data for tests that have been performed on the identical product by the AASHTO NTPEP test location that includes both hot and cold weather conditions must be available. An official copy of the test report along with evidence that the product referenced is identical to that submitted for prequalification shall be available upon request.

Longevity: The following test reports, certified by a professional engineer, shall be available upon request: 1) Performance data for the tubular delineator and guardrail markers with regard to resistance to heat and cold, static rigidity and colorfastness; and 2) Performance data for the tubular delineator/driveable anchor system with regard to repetitive vehicular impacts, including combined bumper and direct wheel hits.

SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
SH236SMR--M(S,A,R,G)	Tubular Guardrail Marker 36 W/Retroreflective Sheeting	36 inch (Incudes Retroreflective Sheeting).For use with Surface Mount Anchor	EA	19.01	60
SH236SMR--MX	Tubular Guardrail Marker 36 W/O Retroreflective Sheeting	36 inch Without Retroreflective Sheeting. For use with Surface Mount Anchor	EA	18.09	60
SH242GRS--M(S,A,R,G)	Tubular Delineator/Guardrail Marker Post 42 W/Retroreflectiv	42 inch (Incudes Retroreflective Sheeting). For use with Surface Mount Anchor	EA	20.00	60
SH242GRS--MX	Tubular Delineator/Guardrail Marker Post 42 W/O Retroreflect	42 inch Without Retroreflective Sheeting. For use with Surface Mount Anchor	EA	18.75	60
SH254GPR--M(S,A,R,G)	Tubular Delineator/Guardrail Marker Post 54 W/Retroreflectiv	54 inch (Incudes Retroreflective Sheeting). Standard delineator post, for use with Soil Anchor	EA	19.44	60
SH254GPR--MX	Tubular Delineator/Guardrail Marker Post 54 W/O Retroreflect	54 inch Without Retroreflective Sheeting. Standard delineator post, for use with Soil Anchor	EA	18.54	60
SHSM(A,T)-1---BL	Surface Mount Anchor	(for Tubular Delineator Post or Guardrail Marker)	EA	6.22	60
SHA3-18C--GL	18" Driveable Soil Anchor	(for Tubular Delineator Post)	EA	6.00	60

Appendix E

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

RFQ # 17A 181213-183
Flexible Delineators Posts, Guardrail Markers & Accessories

The Division of Procurement Services is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

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

Yes

Yes, with conditions as follows:

No

Name of Company:

WHITE SIGN

Address:

45 DEMPSEY-GREENES LANE STILLWATER, ME 04487

Signature:

Jon Brunette

Date:

12-26-18