

MA 18P 1811160000000000062
MODIFICATION

State of Maine



Master Agreement

Effective Date: 11/19/18

Expiration Date: 10/31/21

Master Agreement Description: Roll-Up Signs, Stands, Other Traffic Control Devices

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

Agreement Reporting Categories

Reason For Modification: Extend for one year, Vermont Lead State - Tri-State bid

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000027015

Vendor Name

EASTERN METAL OF ELMIRA INC

Alias/DBA

Vendor Address Information

1430 SULLIVAN ST

ELMIRA, NY 14901-1698

US

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 181116*062

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Roll-Up Signs, Stands, Other Traffic Control Devices

Contractor: EASTERN METAL OF ELMIRA INC

Mater Agreement Competitive Bid RFQ: Tri-State Bid, Vermont Lead State CT Contract # 37342

Contract Period Extended To: 10/31/21

Extended Contract Pricing: Extend at current prices

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

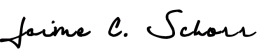
Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 181116*062 through October. 31, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 11/01/19 to present:
\$ 161747.88

Agreement to extend Master Agreement 18P – 1811160000000000062 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:


6D6437754DD0459...
Jaime C. Schorr, Chief Procurement Officer

Date 10/6/2020

And

EASTERN METAL OF ELMIRA INC

DocuSigned by:


F86062789D1E40F...
Sarah Jordan, Team leader Customer Service

Date 10/6/2020

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 181116-062

Commodity: Roll-Up Signs, Stands, Other Traffic Control Devices,

Master Agreement Competitive Bid RFQ: Tri-State Bid, Vermont Contract Number 37342

Contract Period: Through October 31, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *Final extension through October 31, 2021*

Vendor Contact Person: The vendor 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 the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Sarah Jordan **Tel:** 607-734-2295

Email: sjordan@usa-sign.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

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Office of Purchasing & Contracting
109 State Street – Montpelier, VT.

Signs

All signs available under this contract shall conform to requirements of the manual of Uniform Traffic Control Devices (MUTCD). All signs shall be crash-tested and NCHRP-350 accepted with sign stands as specified.

Roll-Up Signs:

Performance: Roll-Up signs provided under this RFP/Contract shall provide both retro-reflectivity and high degree of legibility for the motorist, and contribute to the safety of highway workers. The sign, when installed on existing sign stands, shall retain full visibility of the approaching motorist by remaining perpendicular and maintaining a flat viewing surface, in varying wind and traffic conditions. Sign and sign material shall be durable, highly reflective, and fluorescent and offer maximum visibility in all day/night light situations.

Sign panels shall be diamond or rectangular in shape.

Material: All roll-up signs shall be manufactured from a base material suitable for intended use, and have a reflective sign face material of retro-reflective Reflexite Super Bright fluorescent orange sheeting material, ASTM type VI, or better. White material shall be reflective prismatic vinyl, Reflexite Classic/Superbright or acceptable equal. Non-reflective materials will not be accepted. Mesh signs will not be considered. Sign pockets for securing battens shall be two (2) each constructed of lexan/polycarbonate material permanently riveted to sign face. No stitched pockets will be considered.

High Performance Battens:

48" diamond signs shall have a minimum 3/8" thick X 1-1/4" wide X (length required) vertical fiberglass battens and High Performance (HP) 5/16" thick X 1-1/4" wide X (length required) horizontal fiberglass batten. 36" (or larger) X (any dimension) rectangular signs shall have a 5/16" thick X 1-1/4" wide X (length required) fixed fiberglass batten and 5/16" thick X 1-1/4" wide X (length required) rotating HP fiberglass batten. 36" diamond signs shall have a 1/4" X 1-1/4" wide X (length required) vertical fiberglass batten and 1/4" thick X 1-1/4" wide X (length required) horizontal HP fiberglass batten.

All signs shall be permanently roll-riveted to vertical or flexed batten with 1/8" rolled steel or aluminum rivet (minimum) and .060 clear lexan washers on sign front to inhibit "pull-through". Two (2) permanently affixed heavy duty Velcro "D-Ring" tie assemblies shall be affixed to the sign and vertical batten to securely attach sign to large stand mast. Braces shall be connected with a (minimum) 1/4" diameter rolled steel rivet supplemented with a washer on the two outside faces of the braces and a washer separating the two braces. Horizontal batten shall smoothly pivot from center.

Horizontal Cross Brace/Corner Pocket assembly shall be designed to accommodate the insertion of the horizontal cross brace without flexing. Pockets shall be Lexan/Poly-Carbonate based, or acceptable equal, securely attached to sign by means of (minimum) 4-3/16" diameter rolled steel rivets and a clear Lexan template on sign surface. All stationary and movable part(s) subject to wear shall be reliable over time, with any critical movable part to be easily replaceable.

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Standard legends: letters, numerals, symbols and borders shall conform to the Federal Highway Administration "Safety Highway Signs" document/State of Vermont Agency of Transportation frequently used standard legends. All sign copy/legends shall be permanent for use on the material, and shall be screen-printed in permanent black ink. Legend shall also be printed on the outside border at sign bottom so that sign legend is identifiable without unrolling the sign.

Storage case: each panel shall be shipped rolled in its own (minimum) 18 ounce heavy-duty reinforced vinyl protective case with Velcro (hook and loop) closure and carrying handle at mid-point on case. Case shall be stenciled legibly to indicate the copy of the enclosed sign. Signs shall include all cross-braces.

Overlays: all overlays shall be of the same material as the master sign blank and shall attach securely with two Velcro "loop" strips permanently sewn to entire overlay length (top and bottom). Velcro strips shall also be securely and completely sewn on corresponding sign location to match up with overlay. Signs shall be delivered with all overlays as ordered and shall have Velcro "hook" strip of same length (as "loop" on overlay) permanently stitched to sign master blank so as to align properly with the top and bottom of the overlay. Overlays shall completely cover sign text it is intended to replace.

Operation: All roll-up signs offered shall be furnished completely assembled and ready for intended use. Signs shall have the ability to be quickly and easily put into service by the average worker in varying wind and traffic conditions. This shall include unrolling, securely inserting battens in positive locking corner pocket assembly that maintains integrity with fiberglass supports and will not work loose over time. All removable parts or pieces shall be easily field replaceable or repairable. Signs shall have the ability to be easily rolled up for insertion in storage case when not in use.

Flag holders:

State of Maine requires the sign shall have two permanently mounted 18" X 18" high visibility fluorescent red-orange vinyl flags designed to fold away for storage.

Imprinting on sign back- **Requirement for New Hampshire and Vermont:**

Each sign shall have owner & date printed on the back side.

Example: "NHDOT District _____" "date __/__/__"

Or VTrans District _____" Date __/__/__"

Requests may be made for custom signage from departments other than DOT or AOT, and may require more characters.

Option for Incident Management: Signs as above, except sign facing shall be Superbright fluorescent pink (equal to or better than Reflexite) and with approved list of legends for Incident Management (MUTCD 2003, 6I).

Note: "End road Work" signs must be rectangular in shape and stand must accommodate this sign.

Setup Charge(s) for non-standard special legend must be quoted in bid. No Charge for custom legends will be allowed except as quoted in response to this RFP.

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Sign Covers:

For standard diamond 36" or 48" rigid signs, or corresponding 36" X 48" and 48" X 60" Speed Limit rectangles, "Sign-velope" design shall consist of black 18 ounce vinyl to completely cover and protect sign. Positive attachment to sign using two ¼-turn buckle closure systems shall be used to both protect sheeting and allow sign to breath, preventing potential delamination.

Portable Wind Deflecting sign stands:

Note: All bids must include a statement of compliance with NCHRP Report 350, including a copy of the FHWA (Federal Highway Administration) letter providing their product acceptance for use on principle signs, stands quoted and inventory in use. All bidders shall note the manufacturer of roll-up signs and stands quoted, and letter shall include testing of one item with the other in the name of the manufacturer used for items quoted.

Sign stands must have been Crash Tested to meet the criteria of NCHRP-350 and be suitable for high-speed interstate applications. Sign stands shall be portable and foldable, of a wind deflecting type and shall be capable of displaying 48" and 36" (diamond or rectangular) (regular duty or high performance) vinyl roll-up work zone signs without overturning or rotating in open two or four lane roads with traffic speeds in excess of 65 MPH and high speed interstate applications, and without the need for exterior leg ballasts during most operations.

Wind deflecting sign stands shall be designed to work effectively for minimum of 3-5 years, with corrosion and fatigue resistant spring systems that always start at, and return to, a fully vertical position, over the normal life expectancy.

All stands shall have four (4) adjustable legs with durable non-skid end caps of soft durometer, through-riveted to leg end.

Note: Portable signs placed behind guardrail must be capable of being raised high enough to display the entire sign above the guardrail.

Note: Stands must be able to accommodate sign that is rectangular in shape (" End Road Work").

Mid-Size 4-Lane Stand for Rigid and Roll-Up Signs:

Interstate stands shall be constructed of galvanized steel. Weight of stand shall be a minimum of thirty-six (36) pounds and less than forty (40) pounds including two each rigid and one each roll-up brackets. Approximate open dimensions are 38" wide X 83" deep X 87" high. Minimum 1" tubular galvanized steel legs and mast shall attach to base, to be a minimum of 3/16" plate steel with baked enamel finish or powder painted flat black. Legs shall be 2-setting with independent movement, "locking" into open or folded positions. A minimum of two (2) "open" positions will allow for adjustments to compensate for uneven terrain. Stand base shall include a wind deflecting spring mechanism using two heavy duty vertical springs, and shall include an anti-rotational feature to prevent the attached sign from spinning; spring deflecting system shall only flex forward and back. The latch assembly to receive the sign must provide a positive guide and down stop position, and provide a secure attachment feature for the sign. Stand shall display rigid or roll-up signs at minimum 12" to 4 feet above grade. Stand shall be equipped with three flag holder brackets permanently secured to mast top. Leg release shall be kick-release latch or pull-pin.

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Each stand shall be stamped or otherwise permanently labeled with the model number. Component replacement parts shall be available for purchase and shall be field replaceable with basic hand tools. All components, including bolts and fasteners, shall be heavy-duty aluminum, galvanized or powder-coated steel, or stainless steel. All material shall be first quality and have no defects or sharp edges.

Bidder must furnish parts list with pricing, and have available replacement parts for items offered.

Eastern Metal/USA sign model X-550 Interstate series or acceptable equal.

Compact Sign Stands:

Compact sign stands shall be galvanized steel or heavy-duty aluminum. Weight shall be between 19 and 25 pounds. Two-piece telescoping legs shall be released by kick-release latch or pull-pin. Mast flex must be adjustable without tools, to accommodate the load dynamics of both regular duty and high performance roll-up signs. Spring deflecting system shall only flex forward and back. Folded stand shall be no larger than approximately 8.5" X 8.5" X 26". The footprint with legs extended shall be approximately 44" wide X 71" deep X 26" high. Sign shall affix to stand at minimum 12" with adjustment to 20" above real grade. All other specifications for sign stands shall apply.

Eastern Metal/USA sign Compact Stand model C-202 or C-902 or acceptable equal

Stop/Slow Paddles:

Lightweight semi-rigid ABS plastic mounted on a 2-piece easily disconnected rigid 6 to 8 foot staff, minimum 1" diameter wood or rigid PVC with two sturdy ¼" plated steel bolts with lock nuts or rivets. Sign faces shall be retroreflective sheeting ASTM type VII, VIII or IX, with SLOW side fluorescent orange and the STOP side red. Paddle signs shall be available in both 24" octagonal shape with 8" letters, and 18" octagonal with minimum 6" letters. Letters and border shall be retroreflectorized. The background for the STOP face shall be red with white letters and border. The background for the SLOW face shall be orange with black letters and border. Sign Paddles shall conform to MUTCD Standard 6E.03.

Paddle Sign Cover:

Pouch or envelope, minimum 18 oz. orange vinyl with two (2) Velcro closures. Shall be available in two sizes for 18" and 24" paddles.

Warning Flags:

24" X 24" square, bright fluorescent red/orange, nylon reinforced solid vinyl fabric. Securely fastened to a 36" or 24" length ¾" diameter wood or polyethylene dowel. The free edge of the flag shall be weighted so the flag will hang vertically, even in heavy winds. MUTCD Standard 6E.03. 18" X 18" square, red/orange, vinyl fabric, securely fastened to a 24" or 36" length ¾" diameter dowel.

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Delineator Reflectors:

Center mount reflectors shall be 4" 0.063 aluminum or polycarbonate diamond shaped backing with slightly rounded corners, drilled in center and 1" below center for mounting. High intensity reflective sheeting face, available in silver ASTM type III; yellow and red ASTM type VIII or IX; blue or green ASTM type III.

Temporary Overlay Markers (TOMs):

Reboundable pavement markers, 2" high X 4" wide X 1.125 base, with factory-applied adhesive pad. Shall be .060" thick reflective polyurethane. Markers shall be available as one-sided or two-sided, and in yellow or white.

Plastic Barricades:

All barricades available under this contract shall conform to requirements of the Manual of Uniform Traffic Control Devices (MUTCD). All barricades shall be crash-tested and NCHRP-350 accepted. Type I and II barricades shall use plastic A-frame legs that are interchangeable between the two types and will accept interchangeable plastic rails of various lengths. Rails shall be 8" in height and available in 4', 6' and 8' lengths for 1" thick rails and 10' and 12' lengths for 2" rails.

Type III barricades shall use a galvanized steel frame with breakaway hardware and shall accept the standard rails used for Type I and II barricades.

Led Barricade Light:

Portable and mountable, 7" minimum, bright lens intensity, 6-volt or D-cell, solid state circuitry, with minimum 2500-hour battery life. Photocell for automatic on/off during day/night operations. Dual function steady-burn or flashing yellow light. Solid yellow case. **Battery Included**

Note – Delivery Charges: Quotations in response to this RFP must include delivery charges to each state as specified below:

Vermont- Prices quoted must include delivery charges to any point within the State of Vermont.

New Hampshire – F.O.B. destination with a minimum order of \$1,000.00 prepay and add for orders under \$1,000.00.

Maine – F.O.B. Destination

Bidder Name _____ Signature _____

Date _____

RIDER B
TERMS AND CONDITIONS

- 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 agreement, 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 because 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.


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

BID COVER PAGE

Bidder's Organization Name: Eastern Metal of Elmira Inc.		
Chief Executive - Name/Title: Kevin Harrison		
Tel: 607-734-2295	Fax: 607-734-8783	E-mail: customerservice@usa-sign.com
Headquarters Street Address: 1430 Sullivan Street		
Headquarters City/State/Zip: Elmira/NY/14901		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Sarah Jordan		
Tel: 607-734-2295	Fax: 607-734-8783	E-mail: sjordan@usa-sign.com
Street Address: 1430 Sullivan Street		
City/State/Zip: Elmira/NY/14901		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Sarah Jordan	Title: Team Leader Cust Svc
Authorized Signature:  E86062789D1E40F	Date: 10/6/2020

Debarment, Performance, and Non-Collusion Certification


By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Sarah Jordan	Title: Team Leader Cust Svc
Authorized Signature: 	Date: 10/6/2020

**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: The quoted pricing below will be extended with the addition of freight charges
We do carry a \$3,500 free freight polic.

_____ No.

Name of Company:

Eastern Metal of Elmira, Inc.

Address:

1430 Sullivan Street Elmira NY 14901

Signature: 

Date: 10/11/2018

Department of Buildings and General Services
Office of Purchasing & Contracting
109 State Street – Montpelier, VT.

August 2010

Specifications For Temporary Traffic Control Devices (TTCD)
Includes: Retro reflective Roll-up Signs and Portable Sign Stands
Stop/Slow Paddle Signs, Warning Flags,
Delineator Reflectors, TOM's, Barricades, Barricade Lights

Re: Combined RFP for Vermont, New Hampshire and Maine

Note:

All signs and stands offered under this RFP/Contract must be compatible and easily interchangeable with currently owned/used signs and stands that meet the following specifications.

We reserve the right to request an onsite demonstration and test of the product prior to award. Stands and signs and other TTCD devices require approval by the State of Vermont Agency of Transportation, and the New Hampshire and Maine Departments of Transportation.

The successful bidder/contractor shall be required to visit each requisitioning agency, AOT/DOT district, or other purchaser, a minimum of one time during each year or as requested, to train on the product application, usage and service field requirements.

Each bid must include clearly stated manufacturer and model references for each item quoted including part lists, and with product description for each item. Manufactures/suppliers of TTCD requiring FHWA-NCHRP-350 acceptance shall supply letters addressed to them from FHWA pertaining to the items quoted.

Separate bid forms must be completed for each state for which pricing is offered. The States may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the States.

Temporary work zone devices, including portable barriers, manufactured after December 31, 2019 must have been successfully tested to the 2016 edition of MASH. Such devise manufactured on or before this date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
BR-3042-A-LEG	EASTERN METAL OF ELMIRA INC	A-Leg, Plastic, Use W/BR3100, BR3200 Rails	Leg for A-Frame Barricade	ea	\$19.76	21
BR-2100-210153	EASTERN METAL OF ELMIRA INC	Barricade, Folding, Type I, All Plastic W/Hi Inten Reflect	Orange/White, Folded dimensions 45"	ea	\$51.00	21
BR-2100-210213	EASTERN METAL OF ELMIRA INC	Barricade, Folding, Type II, All Plastic W/Hi Inten Reflect	NA	ea	\$56.17	21
BC-3005-FRAME	EASTERN METAL OF ELMIRA INC	Barricade,Fram/Bas,Type III,5 Sq Tube Steel w/Breakaway Hrdw	Frame & Base, W/Steel Breakaway	ea	\$87.68	21
X-550-TP-BASE-DD	EASTERN METAL OF ELMIRA INC	Base Assembly, X553 Sign, Direct Drive	NA	ea	\$8.90	21
X-550-TP-BASE-PP	EASTERN METAL OF ELMIRA INC	Base Assembly, X553 Sign, Pull Pin	NA	ea	\$8.90	21
C-202-TP-BASE-DD	EASTERN METAL OF ELMIRA INC	Base, C-202 Sign, Direct Drive, Set of Two	NA	kit	\$7.33	21
C-202-TP-BASE-PP	EASTERN METAL OF ELMIRA INC	Base, C-202 Sign, Pull Pin, Set of Two	NA	kit	\$7.33	21
0223-00323	EASTERN METAL OF ELMIRA INC	Base, 2 Position	n	ea	\$3.66	21
SC-36-HD	EASTERN METAL OF ELMIRA INC	Case, Replacement for 36 in Rollup Sign	NA	ea	\$9.00	21
SC-48-HD	EASTERN METAL OF ELMIRA INC	Case, Replacement for 48 in Rollup Sign	NA	ea	\$9.29	21
SC-48-HD-PRINT	EASTERN METAL OF ELMIRA INC	Case, Replacement for 48 in Rollup Sign, Printed	Specify Legend	ea	\$66.12	21
X-550-CS/A(2)	EASTERN METAL OF ELMIRA INC	Coil Springs, X553 Sign, 4 Casting, 2 Support Strips, 4 Bolt	Includes Four Castongs, Two Support Strips and 4 Bolts	ea	\$38.00	21
FLH-18-SV-COVER	EASTERN METAL OF ELMIRA INC	Cover/Storage Case w/Velcro Closure for 18 Stop/Slow Paddle	NA	ea	\$7.00	21
FLH-24-SV-COVER	EASTERN METAL OF ELMIRA INC	Cover/Storage Case w/Velcro Closure for 24 Stop/Slow Paddle	NA	ea	\$10.00	21
ScreenChg-48	EASTERN METAL OF ELMIRA INC	Custom Screen Charge 48 Inch	NA	ea	\$50.00	21
4X4X063-HI/AL	EASTERN METAL OF ELMIRA INC	Delineator, Aluminum, 4x4 Diamond Shape, Hi-Intens Finish	NA	ea	\$1.35	21
2FF	EASTERN METAL OF ELMIRA INC	Flags, 18x18 Folding w/30 Frberglass Staff, 2 pieces	Two flags	kit	\$8.24	21
0230-20010	EASTERN METAL OF ELMIRA INC	Flag Holder Assembly, Folding, 2 Flag	NA	ea	\$18.62	21
KIT-CP-2LP	EASTERN METAL OF ELMIRA INC	Kit,Replacement Part,2 Lock Pockets,Face Plates,8 Pop-rivets	NA	kit	\$5.00	21
C-202-TP-LL/A-Left-DD	EASTERN METAL OF ELMIRA INC	Leg Assembly, Left, C-202 Sign, Direct Drive	Requires Special Tools	ea	\$4.44	21
C-202-TP-LL/A-Left-PP	EASTERN METAL OF ELMIRA INC	Leg Assembly, Left, C-202 Sign, Pull Pin	Requires Special Tools	ea	\$4.44	21
X-550-LL/A-Left-DD	EASTERN METAL OF ELMIRA INC	Leg Assembly, Left, X553 Sign, Direct Drive	NA	ea	\$7.37	21
X-550-LL/A-Left-PP	EASTERN METAL OF ELMIRA INC	Leg Assembly, Left, X553 Sign, Pull Pin	NA	ea	\$7.37	21
C-202-TP-LL/A-Right-DD	EASTERN METAL OF ELMIRA INC	Leg Assembly, Right, C-202 Sign, Direct Drive	Requires Special Tools	ea	\$4.44	21
C-202-TP-LL/A-Right-PP	EASTERN METAL OF ELMIRA INC	Leg Assembly, Right, C-202 Sign, Pull Pin	Requires Special Tools	ea	\$4.44	21
X-550-LL/A-Righ-DD	EASTERN METAL OF ELMIRA INC	Leg Assembly, Right, X553 Sign, Direct Drive	NA	ea	\$7.37	21
X-550-LL/A-Right-PP	EASTERN METAL OF ELMIRA INC	Leg Assembly, Right, X553 Sign, Pull Pin	NA	ea	\$7.37	21
C-202-TP-OR/A	EASTERN METAL OF ELMIRA INC	Leg, Outrigger Assembly, C-202 Sign	NA	ea	\$5.16	21
EM-400-PC	EASTERN METAL OF ELMIRA INC	Light, Barricade, Amber w/Photocell, 6 Volt, Off/Flash	NA	ea	\$20.00	21
X-550-BM/A	EASTERN METAL OF ELMIRA INC	Mast Assembly, Bottom, X553 Sign	NA	ea	\$10.24	21
X-550-TM/A	EASTERN METAL OF ELMIRA INC	Mast Assembly, Top, X553 Sign	NA	ea	\$7.80	21
0230-55110	EASTERN METAL OF ELMIRA INC	Mast Assembly, Turn-Knob, C-202 Sign	NA	ea	\$19.30	21
FLH-1872-DG/DGF	EASTERN METAL OF ELMIRA INC	Paddle, Stop/Slow, 18, 12 Handle, 60Staff, Diamond Gr	18" w/12" Handle & 60" Staff, Diamond Grade	ea	\$47.12	21
FLH-2472-DG/DGF	EASTERN METAL OF ELMIRA INC	Paddle, Stop/Slow, 24, 12 Handle, 60Staff, Diamond Gr	24" w/12" Handle & 60" Staff, Diamond Grade	ea	\$55.58	21
VA-WZ-72-STA	EASTERN METAL OF ELMIRA INC	Staff Assembly, 72in LED w/starp	NA	ea	\$11.91	21
BR-3100-4-HI-L&R	EASTERN METAL OF ELMIRA INC	Rail, A-Frame Barricade, Plastic 1x4x8, Dbl Sided Stripe	Double Sided Stripes (R & L)	ea	\$17.34	21
BR-3100-6-HI-L&R	EASTERN METAL OF ELMIRA INC	Rail, A-Frame Barricade, Plastic 1x6x8, Dbl Sided Stripe	Double Sided Stripes (R & L)	ea	\$24.98	21
BR-3100-8-HI-L&R	EASTERN METAL OF ELMIRA INC	Rail, A-Frame Barricade, Plastic 1x8x8, Dbl Sided Stripe	Double Sided Stripes (R & L)	ea	\$31.28	21
BR-3200-10-HI-L&R	EASTERN METAL OF ELMIRA INC	Rail, A-Frame Barricade, Plastic 2x8x10, Dbl Sided Stripe	Double Sided Stripes (R & L)	ea	\$43.73	21
BR-3200-12-HI-L&R	EASTERN METAL OF ELMIRA INC	Rail, A-Frame Barricade, Plastic 2x8x12, Dbl Sided Stripe	Double Sided Stripes (R & L)	ea	\$59.33	21
X-550-DD-12(2)	EASTERN METAL OF ELMIRA INC	Rigid Sign Holders, X553 Sign, W/Thumb Screw, Set of Two	NA	ea	\$12.95	21
X-550-DD-61(1)	EASTERN METAL OF ELMIRA INC	Rollup Sign Holder w/Knob Holder, X553	NA	ea	\$6.00	21
C-902-DDTK	EASTERN METAL OF ELMIRA INC	Sign Stand, Compact, Aluminum, Direct Drive Leg Release	NA	ea	\$73.94	21
C-902-TPTK	EASTERN METAL OF ELMIRA INC	Sign Stand, Compact, Aluminum, Pull-Pin Leg Release	NA	ea	\$74.69	21
C-202-DDTK	EASTERN METAL OF ELMIRA INC	Sign Stand, Compact, Galv Steel, Direct Drive Leg Release	Gavenized Steel	ea	\$69.13	21
C-202-TPTK	EASTERN METAL OF ELMIRA INC	Sign Stand, Compact, Galv Steel, Pull-Pin Leg Release	Gavenized Steel	ea	\$68.50	21
X-553-DD	EASTERN METAL OF ELMIRA INC	Sign Stand, Mid-Size, Rigid/Roll Up, 2 Coil, Direct Dr Rel	Direct Drive Leg Release	ea	\$122.24	21

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
X-553-TP	EASTERN METAL OF ELMIRA INC	Sign Stand, Mid-Size, Rigid/Roll Up, 2 Coil, Pull Pin Releas	Pull Pin Leg Release	ea	\$110.03	21
R/36-SBFO-2FF-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Floures Orange,2Fold Flags W/Cas	Includes Two Folding Flags and Case	ea	\$57.47	21
R/36-SBFO-2FF	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Flourescent Orange,2 Fold Flags	Includes Two Folding Flags	ea	\$49.73	21
R/36-SBFO-2FF-2	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Flour Orange,2 Stand Overlay,2Flag	Includes Two Standard Overlays, Two Folding Flags	ea	\$64.54	21
R/36-SBFO-2FF-TRAFFIC	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrit Flour Orange,Traf Sig Overlay,2Flag	Includes Traffic Signal Overlay, Two Folding Flags	ea	\$69.73	21
R/36-SBFO-2FF-2A	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Flour Orange,2 Overlay,2 Fold Flag	Includes Two Folding Flags	ea	\$63.41	21
R/36-SBFP-2FF	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Flourescent Pink,2 Fold Flags	Includes Two Folding Flags	ea	\$49.73	21
C-36-SBO-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36x36,Retroreflective Orange,Stand Legend w/Case	Standard Legend	ea	\$49.05	21
C-36-SBO-HD-UJC	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36x36,Retroref Orang,Stand Legend w/Case,Uniclam	Standard Legend, With unclamp for post attachment	ea	\$55.60	21
R/36-SBFO-OL-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36x36,Retroreflec Orange,Stand Legend,1 OL w/Cas	Retroreflective Orange, Standard Legend, One Overlay, Includes Case	ea	\$64.28	21
R/36-SBFO-2OL-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36x36,Retroreflec Orange,Stand Legend,2 OL w/Cas	Retroreflective Orange, Standard Legend, Two Overlays, Includes Case	ea	\$77.96	21
R/48-SBFO-2FF-OL1	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48,Superbrit Floures Orange,1OL,2Fold Flag W/Cas	Includes Two Folding Flags, Case and One Overlay	ea	\$93.06	21
R/48-SBFO-2FF-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48,Superbrite Floures Orange,2Fold Flags W/Cas	Includes Two Folding Flags and Case	ea	\$78.53	21
R/48-SBFO-2FF	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48,Superbrite Flourescent Orange,2 Fold Flags	Includes Two Folding Flags	ea	\$69.16	21
R/48-SBFP-2FF	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48,Superbrite Flourescent Pink,2 Fold Flags	Includes Two Folding Flags	ea	\$66.12	21
R/48-SBFP-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48,Superbrite Flourescent Pink, No Flags	No Flags	ea	\$62.16	21
C-4824-SBO	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48x24,Superbrite Orange	NA	ea	\$39.54	21
C-2436-SBW	EASTERN METAL OF ELMIRA INC	Sign,Rollup,24x36,Superbrite White	NA	ea	\$52.13	21
R/48-2BFO-OL-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48x48,Retroreflec Orange,Stand Legend,1 OL w/Cas	Retroreflective Orange, Standard Legend, One Overlay, Includes Case	ea	\$88.33	21
R/48-2BFO-2OL-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48x48,Retroreflec Orange,Stand Legend,2 OL w/Cas	Retroreflective Orange, Standard Legend, Two Overlays, Includes Case	ea	\$103.15	21
R/48-SBFO-HD	EASTERN METAL OF ELMIRA INC	Sign,Rollup,48x48,Retroreflective Orange,Stand Legend w/Case	Standard Legend	ea	\$70.68	21
TOM-W-1S	EASTERN METAL OF ELMIRA INC	Temporary Overlay Marker, White, One Sided, 500/Box	500 Pieces per Box	ea	\$0.65	21
TOM-W-2S	EASTERN METAL OF ELMIRA INC	Temporary Overlay Marker, White, Two Sided, 500/Box	500 Pieces per Box	ea	\$0.69	21
TOM-Y-1S	EASTERN METAL OF ELMIRA INC	Temporary Overlay Marker, Yellow, One Sided, 500/Box	500 Pieces per Box	ea	\$0.65	21
TOM-Y-2S	EASTERN METAL OF ELMIRA INC	Temporary Overlay Marker, Yellow, Two Sided, 500/Box	500 Pieces per Box	ea	\$0.69	21
C-36SBO-2FF-Traffic Signal	EASTERN METAL OF ELMIRA INC	Sign,Rollup,36,Superbrite Flour Orange,Traffic Sig,2 Flags	36x36, Includes Two Folding Flags	ea	\$49.73	21
VA-WZ-1865-DG/DGF	EASTERN METAL OF ELMIRA INC	Stop, Slow LED Flashing 18 Inch Paddles W 78 inch Pole	NA	EA	\$190.00	21
MISCHDWR3	EASTERN METAL OF ELMIRA INC	Miscellaneous Hardware Used In Assembly, 3 Dollar	NA	EA	\$3.00	21