

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 01/15/15**Expiration Date:** 01/15/18**Master Agreement Description:** Tri State Master Agreement for HDPEand PP Culverts**Buyer Information**

Todd Cummings	207-624-7357 ext.	Todd.Cummings@maine.gov
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Issuer Information

Donny Crockett	207-624-7336 ext.	Donny.Crockett@maine.gov
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Requestor Information

Sharon Krechkin	207-624-3038 ext.	sharon.krechkin@MAINE.GOV
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Authorized Departments

ALL

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

VC1000000802

Vendor Name

ADVANCED DRAINAGE SYSTEMS INC

Alias/DBA**Vendor Address Information**

4640 TRUEMAN BLVD

HILLIARD, OH 43026

US

Vendor Contact Information

KELLY KORNEGAY

614-658-0245 ext.

KELLY.KORNEGAY@ADS-PIPE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: ADVANCED DRAINAGE SYSTEMS INC

Commodity Line #: 1

Commodity Code: 91339

Commodity Description: Contract for HDPE Pipe Culverts

Commodity Specifications: See All Attachments

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

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date	Service End Date
Catalog Name ADS	Discount 0.0000 %	
	Discount Start Date 01/15/15	Discount End Date 01/15/18

Commodity Information

Vendor Line #: 1

Vendor Name: ADVANCED DRAINAGE SYSTEMS INC

Commodity Line #: 2

Commodity Code: 91339

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

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

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

Quantity 0.00000	UOM	Unit Price \$0.00
Delivery Days 0	Free on Board	
Contract Amount \$0.00	Service Start Date 01/15/15	Service End Date 01/15/18
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30



PAUL R. LePAGE
GOVERNOR

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

RICHARD ROSEN
ACTING COMMISSIONER

MARK W. LUTTE
DIRECTOR

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

OVERVIEW:

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

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

Current states that have elected to participate:

- State of New Hampshire
- State of Vermont

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

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

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

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

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

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

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

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

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

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

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

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

ORDERING AND DELIVERY

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

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

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

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

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

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

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

New Hampshire

PROPOSED DELIVERY LOCATIONS Culvert Pipe

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

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

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

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

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

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

ATTACHMENTS INCLUDED WITH THIS RFQ:

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

State of Maine
Attachment "I"

**OPPORTUNITIES FOR POLITICAL SUBDIVISIONS
AND SCHOOL DISTRICTS**

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

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

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

_____ Yes, unconditionally.

_____ Yes, with conditions. Specify: _____

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

Name of Company:

_____ ADVANCED DRAINAGE SYSTEMS INC. _____

Address:

4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

Signature: _____ *John Whitehouse*

Date:

_____ 1/9/2015 _____

ADVANCED DRAINAGE SYSTEMS, INC.

2015 Municipal program

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

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

ATTACHMENT "A"

CULVERT SPECIFICATIONS **HDPE CULVERTS AND STORM DRAINS**

DESCRIPTION. The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

High Density Polyethylene Pipe

HDPE, (Corrugated) High Density Polyethylene Pipe, Type S (smoothlined) and Underdrains

MATERIALS.

- a) Corrugated (High Density) Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M 294, Type S or AASHTO M 252, Type SP as appropriate, Attachment B, and be approved for use by MaineDOT, NH DOT, and VTrans.
- b) Connections for high density polyethylene pipe shall be of a bell and spigot type joint with an O-ring rubber gasket meeting ASTM F477 placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Pipe shall be supplied in 10' and 20' lengths.
- d) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

ATTACHMENT B

CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)

DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE
	OPTION I	OPTION I & III			OPTION I	OPTION I & III	OPTION I & III	OPTION III	
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	
12"	0.079	0.064	0.064	0.075			1.354	0.358	1 3/4
15"	0.079	0.064	0.064	0.075			1.138	0.438	1 1/8
18"	0.109	0.079	0.079	0.075	0.079	0.106	1.087		2
21"	0.109	0.079	0.079	0.075	0.079	0.106			2 1/4
24"	0.109	0.079	0.079	0.075	0.079	0.106	0.921		2 1/2
27"	0.109	0.079	0.079	0.105					2 5/8
30"	0.109	0.079	0.079	0.105	0.110	0.134	0.760		2 3/4
33"	0.109	0.079	0.079	0.105					2 1/8
36"	0.109	0.079	0.079		0.110	0.134	0.594		3
36" (1)			0.079	0.075					
42"	0.138	0.109	0.109				0.551		3 1/2
42" (1)			0.079	0.105	0.110				
48"	0.138	0.109	0.109				0.492		4
48" (1)			0.079	0.105	0.110				
54"	0.168	0.138	0.138						4 1/2
54" (1)			0.079	0.105	0.110				
60"	0.168	0.138	0.138						5
60" (1)			0.079	0.105	0.110				
66" (1)			0.079	0.135					5 1/2
72" (1)			0.109	0.135					6
78" (1)			0.109	0.164					
84" (1)			0.109	0.164					

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger manholes.

- M218 = zinc coated (galvanized) corrugated steel pipe
- M274 = aluminum coated (type 2) corrugated steel pipe
- M246 = polymer pre-coated galvanized corrugated steel pipe
- Fiber Bonded = M.D.O.T. Spec. 707.04
- M197 = Corrugated Aluminum Alloy Pipe
- M278 = Polyvinyl Chloride Pipe

- M170 = Reinforced Concrete Pipe
- M294 = High Density Polyethylene Pipe
- (A) Option I, M274 can be used for closed conduits
- (B) Spiral Rib Type 1R can be used for Smaller diameters

**ATTACHMENT C
COUPLING BAND WIDTH REQUIREMENTS**

Nominal Corrugation (Inches)	Nominal Pipe Inside Diameter	Coupling Band Width (Inches)			
		Annular Corrugated Bands		Helically Corrugated Bands	
		M 196	M 36	M 196	M 36
1 1/2 X 1/4	6	10 1/2	10 1/2	7	7
2 2/3 X 1/2	12 - 84	10 1/2	10 1/2		
3 X 1	30 - 84	12	12		
5 X 1	36 X 84		20		

Helically corrugated pipe 12" diameter and larger shall have the ends rerolled to provide at least two annular corrugations.

Pipe with spiral corrugations shall have continuous helical lock seams.

M 196 = Corrugated Aluminum Alloy Pipe

M 36 = Corrugated Steel Pipe

TYPES B & C UNDERDRAIN PIPE

Metal Pipe				Plastic Pipe Stiffness @ 5% Deflection			
Nominal Wall Thickness (Inches)				PVC Pipe		Polyethylene Pipe	
Diameter	M 218	M 274 M 246	M 197	M 278	ASTM F 949	M 294 SP Dual-Wall Unanchor	M 252 Dual-Wall Unanchor
Type "B" 6	0.064	0.052	0.048	46	50		60
Type "C" 12	0.079	0.064	0.075	46		50	
15	0.079	0.064	0.075	46		42	
18	0.079	0.064	0.075			40	
21	0.079	0.064	0.075				
24	0.079	0.064	0.075			40	
30	0.109	0.079	0.105				
36	0.109	0.079	0.105				

Coated Steel Pipe	Equivalents (Inches)
18 Gage =	0.052
16 Gage =	0.064
14 Gage =	0.079
12 Gage =	0.109
10 Gage =	0.138
8 Gage =	0.168

Aluminum Pipe	Equivalents (Inches)
18 Gage =	0.048
16 Gage =	0.06
14 Gage =	0.075
12 Gage =	0.105
10 Gage =	0.135
8 Gage =	0.164

ATTACHMENT "D"

State of Maine

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Quotes must be submitted electronically. Additional and alternate bids may also be submitted. File attachments may be uploaded to the electronic quote response. Supporting documents and literature may be faxed or mailed to the Division of Purchases prior to bid opening. Whenever, in quotes and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal", if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make which in the opinion of the Director is of such character, quality and performance equivalence as to

serve the purpose for which it is to be used equally as well as that specified. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the State. The bidder quoting on a commodity other than as specified shall furnish complete identification, descriptive literature or data with respect to the alternate commodity he/she proposes to furnish. Lack of such information on the quote may be construed to mean that the bidder proposes to furnish the commodity as described.

2. Submit a separate unit price for each item unless otherwise specified in the quote request. Awards will be made to the bidder offering the best value to the State of Maine, taking into consideration the qualities of the goods or services to be supplied, their conformity to specifications, the purposes for which they are required, the date of delivery and the best interest of the State. (5 MRSA 1825, B7)

Award will be made on a basis of each item, or as a group, whichever is to the best interest of the State. Prices should be stated in units of the quantity specified, delivered to destination, including all trade or quantity discounts. Cash discounts of payments 20 days or more are considered in determining low bidder as specified in item 17 a response to a quote is considered valued upon submission by acceptance into the electronic system.

3. Electronic secure responses must be submitted. Quotes close at 2:00 p.m., local time, on the announced day. The State of Maine is not responsible for delays due to network congestion.

4. Quotes may be withdrawn by written notice provided such notice is received prior to the final contract/order.

5. Tabulations will, after the award of the Master Agreement or Purchase Order, be available for public inspection.

6. Any discrepancy between unit and total prices will be governed by unit price on the original quote.

7. The Division of Purchases reserves the right to reject any or all quotes, to waive any formality and technicality in quotes, and, unless otherwise specified by the bidder, to accept any item or items in the quote deemed best for the interest of the State of Maine.

8. Awards will be made to the lowest responsible bidder, considering the best value to the State. The quality of the services supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which required, date of delivery, and ultimate cost thereof to the State, are the general value components will best secure the greatest possible economy consistent with the grade or quality of services, supplies, materials and equipment best adapted for the purpose for which needed.

9. Tie quotes shall be resolved on the basis of factors deemed by the Director to serve the best interests of the State or by the drawing of lots, provided that price, quality, availability and other factors being equal, master agreements or purchases shall be awarded to the in-state bidder or to bidder offering commodities produced or manufactured in the State of Maine, and services rendered by Maine bidders.

10. Where grades are not specified in inquiry, give grade on which you quote, using forms which have a definite meaning to the trade.

11. Samples of items, when required, must be furnished free of charge and, if not destroyed, will upon request be returned COLLECT, unless STAMPS for postage and insurance must be forwarded with sample. Delivery included with the text of quote document.

12. The contractor must furnish the item as specified on the Purchase Order and any deviation there from will be grounds for rejection.
13. The Division of Purchases reserves the right to increase or decrease by 10% the quantities of any item or items ordered unless otherwise stated.
14. All transportation charges, including expense for freight, transfer, express, mail etc., shall be prepaid and be at the expense of the contractor unless otherwise specified in the quote – Should note that.
15. All deliveries shall comply in every respect with all applicable Federal, State and local laws and regulations.
16. Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of receipt of correct invoice, whichever is later. A discount percentage under 20 days will not be considered in the awarding of a contract due to normal accounting procedure in the issuance of payment. A bid or quote with terms stating “less than 25 net” will not be considered unless in the best interest of the State.
17. Time of delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is of the essence, the earliest delivery date may be a factor in the award.
18. The State is exempt from the payment of Federal Taxes on articles not for resale. Please quote less these taxes. Upon application, exemption certificate will be furnished with Purchase Order when required.
19. Maine State Sales and Use Taxes should not be included in your quote as the State is exempt from the payment of such taxes and no certificate of exemption is necessary.
20. No Purchases Order or master agreement may be assigned, sublet or transferred without the written consent of the Director.
21. In case of default by the contractor, the right is reserved by the Division of Purchases to procure the material or supplies from other sources and charge any excess cost occasioned thereby to the contractor. However, the contractor shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, or Act of God, or any other cause(s) which by reasonable diligence could not be prevented.
22. The Maine CHEMICAL SUBSTANCE IDENTIFICATION LAW (26 M.R.S.A. 1709-1725) requires that all manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State provide a copy of the current material safety data sheet for any hazardous chemical to their direct purchasers of that chemical.

ATTACHMENT “E”

State of Vermont Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in

part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State 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 State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
11. **Delivery:** Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise

stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

ATTACHMENT "F"
State of Vermont
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal

year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT "I" **State of New Hampshire**

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract and all obligations of the parties there under shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify the receipt of shipments.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

- 8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2.** failure to submit any report required hereunder; or
- 8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

8. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

9. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

10. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

11. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

12. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

13. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

14. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

15. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

ATTACHMENT "A"

CULVERT SPECIFICATIONS **HDPE CULVERTS AND STORM DRAINS**

DESCRIPTION. The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

Polyethylene Pipe

PP (Corrugated) Polypropylene Pipe, (smoothlined) and Underdrains

MATERIALS.

- a) Corrugated Polypropylene Pipe and fittings shall conform to the latest revisions of AASHTO M 330 and be approved for use by MaineDOT, NH DOT, and VTrans.
- b) Connections for high density polyethylene pipe shall be of a bell and spigot type joint with an O-ring rubber gasket meeting ASTM F477 placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Pipe shall be supplied in 20' lengths.
- d) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

ATTACHMENT B

CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)

DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE
	OPTION I	OPTION I & III			OPTION I	OPTION I & III	OPTION I & III	OPTION III	
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	
12"	0.079	0.064	0.064	0.075			1.354	0.358	1 3/4
15"	0.079	0.064	0.064	0.075			1.138	0.438	1 1/8
18"	0.109	0.079	0.079	0.075	0.079	0.106	1.087		2
21"	0.109	0.079	0.079	0.075	0.079	0.106			2 1/4
24"	0.109	0.079	0.079	0.075	0.079	0.106	0.921		2 1/2
27"	0.109	0.079	0.079	0.105					2 5/8
30"	0.109	0.079	0.079	0.105	0.110	0.134	0.760		2 3/4
33"	0.109	0.079	0.079	0.105					2 1/8
36"	0.109	0.079	0.079		0.110	0.134	0.594		3
36" (1)			0.079	0.075					
42"	0.138	0.109	0.109				0.551		3 1/2
42" (1)			0.079	0.105	0.110				
48"	0.138	0.109	0.109				0.492		4
48" (1)			0.079	0.105	0.110				
54"	0.168	0.138	0.138						4 1/2
54" (1)			0.079	0.105	0.110				
60"	0.168	0.138	0.138						5
60" (1)			0.079	0.105	0.110				
66" (1)			0.079	0.135					5 1/2
72" (1)			0.109	0.135					6
78" (1)			0.109	0.164					
84" (1)			0.109	0.164					

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger manholes.

- M218 = zinc coated (galvanized) corrugated steel pipe
- M274 = aluminum coated (type 2) corrugated steel pipe
- M246 = polymer pre-coated galvanized corrugated steel pipe
- Fiber Bonded = M.D.O.T. Spec. 707.04
- M197 = Corrugated Aluminum Alloy Pipe
- M278 = Polyvinyl Chloride Pipe

- M170 = Reinforced Concrete Pipe
- M294 = High Density Polyethylene Pipe
- (A) Option I, M274 can be used for closed conduits
- (B) Spiral Rib Type 1R can be used for Smaller diameters

**ATTACHMENT C
COUPLING BAND WIDTH REQUIREMENTS**

Nominal Corrugation (Inches)	Nominal Pipe Inside Diameter	Coupling Band Width (Inches)			
		Annular Corrugated Bands		Helically Corrugated Bands	
		M 196	M 36	M 196	M 36
1 1/2 X 1/4	6	10 1/2	10 1/2	7	7
2 2/3 X 1/2	12 - 84	10 1/2	10 1/2		
3 X 1	30 - 84	12	12		
5 X 1	36 X 84		20		

Helically corrugated pipe 12" diameter and larger shall have the ends rerolled to provide at least two annular corrugations.

Pipe with spiral corrugations shall have continuous helical lock seams

M 196 = Corrugated Aluminum Alloy Pipe

M 36 = Corrugated Steel Pipe

TYPES B & C UNDERDRAIN PIPE

Metal Pipe				Plastic Pipe Stiffness @ 5% Deflection			
Nominal Wall Thickness (Inches)				PVC Pipe		Polyethylene Pipe	
Diameter	M 218	M 274 M 246	M 197	M 278	ASTM F 949	M 294 SP Dual-Wall Unanchor	M 252 Dual-Wall Unanchor
Type "B" 6	0.064	0.052	0.048	46	50		60
Type "C" 12	0.079	0.064	0.075	46		50	
15	0.079	0.064	0.075	46		42	
18	0.079	0.064	0.075			40	
21	0.079	0.064	0.075				
24	0.079	0.064	0.075			40	
30	0.109	0.079	0.105				
36	0.109	0.079	0.105				

Coated Steel Pipe	Equivalents (Inches)
18 Gage =	0.052
16 Gage =	0.064
14 Gage =	0.079
12 Gage =	0.109
10 Gage =	0.138
8 Gage =	0.168

Aluminum Pipe	Equivalents (Inches)
18 Gage =	0.048
16 Gage =	0.06
14 Gage =	0.075
12 Gage =	0.105
10 Gage =	0.135
8 Gage =	0.164

ATTACHMENT "D"

State of Maine

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Quotes must be submitted electronically. Additional and alternate bids may also be submitted. File attachments may be uploaded to the electronic quote response Supporting documents and literature may be faxed or mailed to the Division of Purchases prior to bid opening. Whenever, in quotes and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal", if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make which in the opinion of the Director is of such character, quality and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified. Consideration will be given to

proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the State. The bidder quoting on a commodity other than as specified shall furnish complete identification, descriptive literature or data with respect to the alternate commodity he/she proposes to furnish. Lack of such information on the quote may be construed to mean that the bidder proposes to furnish the commodity as described.

2. Submit a separate unit price for each item unless otherwise specified in the quote request. Awards will be made to the bidder offering the best value to the State of Maine, taking into consideration the qualities of the goods or services to be supplied, their conformity to specifications, the purposes for which they are required, the date of delivery and the best interest of the State. (5 MRSA 1825, B7)

Award will be made on a basis of each item, or as a group, whichever is to the best interest of the State. Prices should be stated in units of the quantity specified, delivered to destination, including all trade or quantity discounts. Cash discounts of payments 20 days or more are considered in determining low bidder as specified in item 17 a response to a quote is considered valued upon submission by acceptance into the electronic system.

3. Electronic secure responses must be submitted. Quotes close at 2:00 p.m., local time, on the announced day. The State of Maine is not responsible for delays due to network congestion.

4. Quotes may be withdrawn by written notice provided such notice is received prior to the final contract/order.

5. Tabulations will, after the award of the Master Agreement or Purchase Order, be available for public inspection.

6. Any discrepancy between unit and total prices will be governed by unit price on the original quote.

7. The Division of Purchases reserves the right to reject any or all quotes, to waive any formality and technicality in quotes, and, unless otherwise specified by the bidder, to accept any item or items in the quote deemed best for the interest of the State of Maine.

8. Awards will be made to the lowest responsible bidder, considering the best value to the State. The quality of the services supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which required, date of delivery, and ultimate cost thereof to the State, are the general value components will best secure the greatest possible economy consistent with the grade or quality of services, supplies, materials and equipment best adapted for the purpose for which needed.

9. Tie quotes shall be resolved on the basis of factors deemed by the Director to serve the best interests of the State or by the drawing of lots, provided that price, quality, availability and other factors being equal, master agreements or purchases shall be awarded to the in-state bidder or to bidder offering commodities produced or manufactured in the State of Maine, and services rendered by Maine bidders.

10. Where grades are not specified in inquiry, give grade on which you quote, using forms which have a definite meaning to the trade.

11. Samples of items, when required, must be furnished free of charge and, if not destroyed, will upon request be returned COLLECT, unless STAMPS for postage and insurance must be forwarded with sample. Delivery included with the text of quote document.

12. The contractor must furnish the item as specified on the Purchase Order and any deviation there from will be grounds for rejection.

13. The Division of Purchases reserves the right to increase or decrease by 10% the quantities of any item or items ordered unless otherwise stated.
14. All transportation charges, including expense for freight, transfer, express, mail etc., shall be prepaid and be at the expense of the contractor unless otherwise specified in the quote – Should note that.
15. All deliveries shall comply in every respect with all applicable Federal, State and local laws and regulations.
16. Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of receipt of correct invoice, whichever is later. A discount percentage under 20 days will not be considered in the awarding of a contract due to normal accounting procedure in the issuance of payment. A bid or quote with terms stating “less than 25 net” will not be considered unless in the best interest of the State.
17. Time of delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is of the essence, the earliest delivery date may be a factor in the award.
18. The State is exempt from the payment of Federal Taxes on articles not for resale. Please quote less these taxes. Upon application, exemption certificate will be furnished with Purchase Order when required.
19. Maine State Sales and Use Taxes should not be included in your quote as the State is exempt from the payment of such taxes and no certificate of exemption is necessary.
20. No Purchases Order or master agreement may be assigned, sublet or transferred without the written consent of the Director.
21. In case of default by the contractor, the right is reserved by the Division of Purchases to procure the material or supplies from other sources and charge any excess cost occasioned thereby to the contractor. However, the contractor shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, or Act of God, or any other cause(s) which by reasonable diligence could not be prevented.
22. The Maine CHEMICAL SUBSTANCE IDENTIFICATION LAW (26 M.R.S.A. 1709-1725) requires that all manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State provide a copy of the current material safety data sheet for any hazardous chemical to their direct purchasers of that chemical.

ATTACHMENT “E”
State of Vermont
Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State 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 State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
11. **Delivery:** Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.
13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

ATTACHMENT “F”
State of Vermont
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT "G"
State of New Hampshire

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

CONTRACT TERMS AND CONDITIONS

- 1.** The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- 3. TERM.** The contract and all obligations of the parties there under shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- 5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify the receipt of shipments.
- 6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

8. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

- 9. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
- 10. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
- 11. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
- 12. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.
- 13. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
- 14. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 15. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.
- 18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC100000802	6-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	6 Inch Diameter	LNFT	1.88	5
VC100000802	8-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	8 Inch Diameter	LNFT	3.18	5
VC100000802	10-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	10 Inch Diameter	LNFT	4.52	5
VC100000802	12-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	12 Inch Diameter	LNFT	5.11	5
VC100000802	15-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	15 Inch Diameter	LNFT	6.57	5
VC100000802	18-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	18 Inch Diameter	LNFT	10.21	5
VC100000802	24-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	24 Inch Diameter	LNFT	15.33	5
VC100000802	30-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	30 Inch Diameter	LNFT	24.22	5
VC100000802	36-INCH HDPE	91339	Perforated or Unperforated HDPE Pipe	36 Inch Diameter	LNFT	28.02	5
VC100000802	42-INCH HDPE	91339	Unperforated HDPE Pipe	42 Inch Diameter	LNFT	36.05	5
VC100000802	48-INCH HDPE	91339	Unperforated HDPE Pipe	48 Inch Diameter	LNFT	43.26	5
VC100000802	60-INCH HDPE	91339	Unperforated HDPE Pipe	60 Inch Diameter	LNFT	58.20	5
VC100000802	12-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	12 Inch Diameter	LNFT	6.71	5
VC100000802	15-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	15 Inch Diameter	LNFT	8.63	5
VC100000802	18-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	18 Inch Diameter	LNFT	12.95	5
VC100000802	24-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	24 Inch Diameter	LNFT	19.53	5
VC100000802	30-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	30 Inch Diameter	LNFT	31.33	5
VC100000802	36-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	36 Inch Diameter	LNFT	38.93	5
VC100000802	42-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	42 Inch Diameter	LNFT	50.07	5
VC100000802	48-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	48 Inch Diameter	LNFT	61.71	5
VC100000802	60-INCH DW PP	91339	DW Perforated or Unperforated PP Pipe	60 Inch Diameter	LNFT	83.11	5
VC100000802	30-INCH TW PP	91339	TW Perforated or Unperforated PP Pipe	30 Inch Diameter	LNFT	32.52	5
VC100000802	36-INCH TW PP	91339	TW Perforated or Unperforated PP Pipe	36 Inch Diameter	LNFT	40.40	5
VC100000802	42-INCH TW PP	91339	TW Perforated or Unperforated PP Pipe	42 Inch Diameter	LNFT	51.97	5
VC100000802	48-INCH TW PP	91339	TW Perforated or Unperforated PP Pipe	48 Inch Diameter	LNFT	64.05	5
VC100000802	60-INCH TW PP	91339	TW Perforated or Unperforated PP Pipe	60 Inch Diameter	LNFT	86.26	5
VC100000802	24-INCH SPLIT COUPLER	91339	24-INCH SPLIT COUPLER	24 Inch Diameter	EA	25.71	5