

863-816-3402 ext.

ofcmgr@safetyzonespecialists.com

Commodity Information

Vendor Line #: 1

Vendor Name: Safety Zone Holdings, Inc

Commodity Line #: 1

Commodity Code: 57044

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

Commodity Specifications:

Commodity Extended Description: Flexible Delineators - Select PEXCO

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Delineators	0.0000 %	
	Discount Start Date	Discount End Date
	09/09/22	08/31/24

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 9/7/2022
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

Safety Zone Holdings, Inc

DocuSigned by:
 9/7/2022
C0FFDAE660F4445...

Signature Date

Holly Mason, General Manager

RIDERS

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

RIDER A
Master Agreement User Information and/or Specifications
MA 220829-043

Commodity: Flexible Delineators – Select PEXCO

The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

Master Agreement Competitive Bid RFQ: 17A 220802-033

Contract Period: Through August 31, 2024. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:
Name: Holly Mason **Tel:** 863-816-3402 **Email:** ofcmgr@safetyzonespecialists.com

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

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

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

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

Using Departments: The MA will be open to all Departments to use however the primary user will be the MaineDOT.

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility. Most MaineDOT orders will be delivered to Scarborough, Augusta, Dixfield, Bangor, Oakfield, Presque Isle and Caribou. The exact addresses will be provided to the selected vendor when the order is placed.

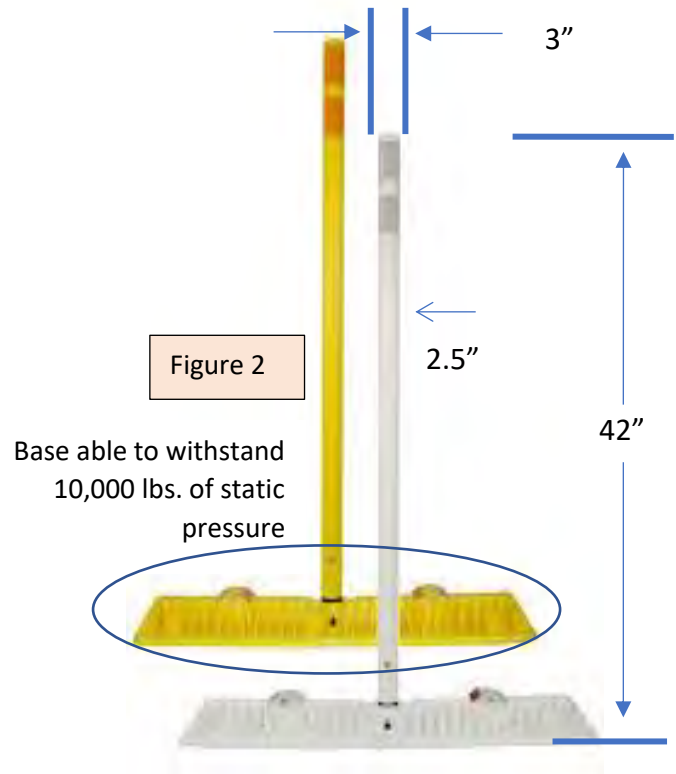
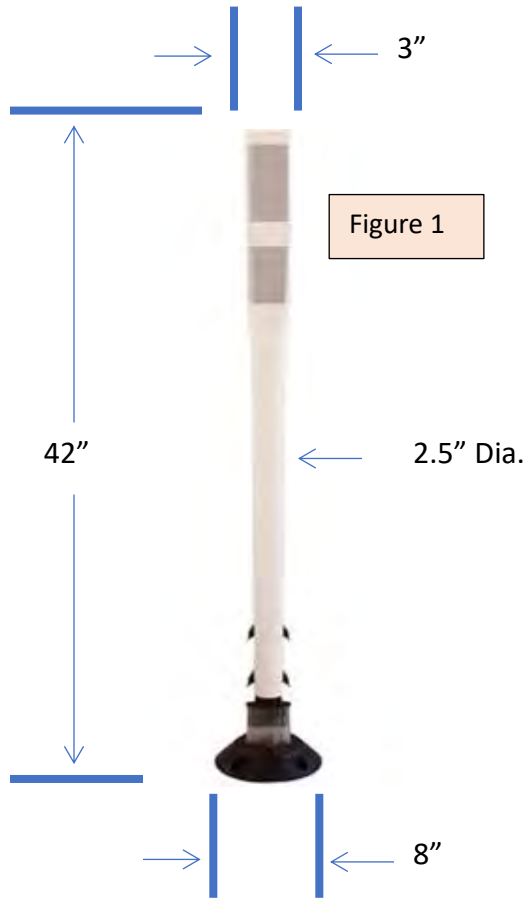
Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. Estimated deliver time is thirty (30) calendar days ARO.

Delivery and Inspection: The requested items will be inspected when delivered. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Specifications

- Delineators with a Curb Base will include one delineator post, one section, two end caps and anchor bolts.
- Delineators with a Round Base will include one delineator, one base and anchor bolts.
 - Systems must be MASH accepted and is Category 1 Self Certified.
- Posts Color
 - Post Colors shall be White, or Yellow.
 - Post diameter shall be between 2 and 4 inches.
 - Posts shall be 28 or 36 or 42 inches in height.
 - Two reflective sheeting bands with minimum 2-inch-wide sheeting around post shall be installed near the top.
 - Sheeting shall be a minimum of ASTM 4956 Type, IV diamond grade retro reflectivity.
 - White reflective sheeting on white post.
 - Yellow reflective sheeting on yellow post.
 - Post and base shall be tested through AASHTO's NTPEP program for flexible delineators (or equivalent testing) and can withstand at least 50 hits at 60 mph
- Round Bases (figure 1 below) and Curb Bases (figure 2 below)
 - Round and curb post and base shall be made from fade resistant, UV protected polymers.
 - Round bases shall be 8-inch diameter with holes to allow anchoring to pavement
 - Curb type bases can withstand 10,000 pounds of static pressure

- Round base and curb base types shall be able to anchor by either surface or ground mount
- All hardware shall be provided with base/curb type.
- Adhesive shall be available for base/curb type.
- Dimensions do not need to be exact but shall be reasonably close.





SAFETY ZONE

— SPECIALISTS —

State of Maine
RFQ # 17A 220802-033
Flexible Delineators

August 15, 2022

This is to certify that the Pexco 8FG Delineators we are bidding are warranted against Manufacturing defects for one year.

Regards,

A handwritten signature in blue ink that reads "Holly Mason". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Holly Mason, General Manager
Safety Zone Holdings, dba
Safety Zone Specialists

Safety Zone Holdings, Inc dba Safety Zone Specialists

PO Box 90764 Lakeland, FL 33804 Phone: 863-816-3402 Fax: 863-816-3437
www.safetyzonespecialists.com

Options and Applications for Flexi-Guide FG Posts, Signs

Portable and Surface-Mount Signs and Posts

Vertical Panels Provide Increased Guidance

Vertical panels used in work zones and gore areas can take tremendous abuse. The FG 300 EFX with a factory-installed vertical panel dramatically improves the life of these devices. A combination of unique geometry and urethane alloy rebounds and re-oriens the post and panel towards traffic.

FG 300 EFX posts support an array of vertical panels for increased visibility and directional information. Our vertical panels are available in several sizes, conform to Section 6F.61 of the MUTCD, and are sheeted with High Intensity, Prismatic HI, Diamond Grade or Abrasion-resistant Super-HI Prismatic sheeting to provide the highest levels of reflectivity and guidance.

Vertical panels for the EFX post are available in two standard sizes, 8" x 24" and 8" x 29". Custom configurations are available by special order.) The "Sergeant Stripe" panel is ideal for marking exit gores and medians or areas where traffic is directed around two sides of an object. Sergeant Stripe panels are available in two sizes: Large (36" overall height with an 8" x 29" panel) and Small (28" overall height with an 8" x 24" panel).



50 impacts
at 60 mph

Handicap Parking signs on EFX posts are perfect for frequently impacted parking lot locations.

They are far more durable than steel posts, requiring much less maintenance. Handicap Parking Signs are 12 x 18" with engineer grade sheeting and an overall height of 48". (Custom signs are available by special order).



Get FREE downloadable CAD drawings of our products from CAD Details at www.caddetails.com or contact us at [www.hwysales@pexco.com](mailto:hwysales@pexco.com)



Scan this code for our YouTube video



ISO 9001 - FM 565059
ISO 14001 - EMS 565061
OHSAS 18001 - OMS 565060



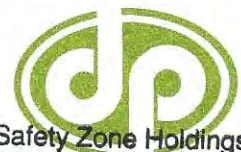
Pexco® is a leading manufacturer of recycled traffic control products



Davidson Traffic Control Products

"Creating Products to Save Lives"

3110 70th Ave East • Tacoma, WA 98424 • (877) 335-4638
e-mail: hwysales@pexco.com • www.davidsontraffic.com



Safety Zone Holdings, Inc
SAFETY ZONE SPECIALISTS
PO BOX 90764
LAKELAND FL 33804-0764

FG 300 Grade Curb Systems



Interstate Grade Curb (IG)

The FG 300 Interstate Grade Curb (IG) Curb System is a lane separation system that provides efficient and cost-effective channelization of traffic on freeways, toll-ways, city streets and rail-highway at-grade crossings. This one-piece curb system links together for a continuous "picket fence" effect and consists of modular raised curb sections mountable by emergency vehicles. The Interstate Grade Curb System features our FG 300 UR and EFX posts, two of the toughest channelizer posts on the market.

Testing and Certificates:

- MASH-16 approved TL3 (FHWA Letter WZ-361)
- NCHRP 350 accepted (FHWA Letter WZ-193)
- MUTCD - compliant

- Low maintenance; super-tough FG 300 polyurethane posts
- Curb sections install in just minutes with one person
- Installs with 4 bolts, or adhesive for temporary projects
- Design allows for curved or circular installations for roundabouts



Turnpike Grade Curb (TG)

The FG 300 Turnpike Grade (TG) Curb System is a raised lane separator with durable upright channelizer posts that provide efficient and cost-effective channelization of traffic on Managed Lanes, 2-way 2-lane Work Zones and other areas where discontinuous channelization is desired. The "picket fence" effect divides lanes going in the same direction or opposite directions in high-speed, high-volume applications where continuous curb is too costly or not needed. Use where pavement markings alone are not sufficient to safely channelize traffic.

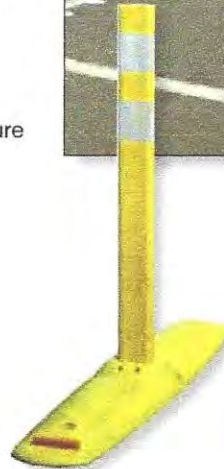
- Low maintenance; super-tough FG 300 polyurethane posts
- Engineering polymer alloys for superior toughness at all temperature extremes
- Engineered to stand up to the toughest of conditions
- Only requires 4 bolts per unit, quick and easy to install
- Installs with bolts, or adhesive for temporary projects

Testing and Certificates:

- MASH-16 approved TL3 (FHWA Letter WZ-362)
- NCHRP 350 accepted (FHWA Letter WZ-282)
- MUTCD - compliant

Applications for the FG 300 Curb Systems include:

- Rail-highway "Quiet Zone" crossings
- Acceleration lanes
- Left-Turn restrictions
- Through lane protection in busy urban areas
- Lane separation in 2-way 2-lane detours
- Traffic calming, roundabouts and traffic circles
- Toll plazas



Safety Zone Holdings, Inc
dba SAFETY ZONE SPECIALISTS
PO BOX 90764
LAKELAND FL 33804-0764

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

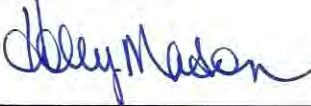
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Safety Zone Holdings, Inc dba Safety Zone Specialists		
Chief Executive - Name/Title: Holly Mason, General Manager		
Tel: 863-816-3402	Fax: 863-816-3437	E-mail: ofcmgr@safetyzonespecialists.com
Headquarters Street Address: 2318 Old Combee RD, Unit #107		
Headquarters City/State/Zip: Lakeland, FL 33805		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Holly Mason, General Manager		
Tel: 863-816-3402	Fax: 863-816-3437	E-mail: ofcmgr@safetyzonespecialists.com
Street Address: PO Box 90764		
City/State/Zip: Lakeland, FL 33804-0764		

By signing below Bidder affirms:

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

Name: Holly Mason	Title: General Manager
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 8/4/22

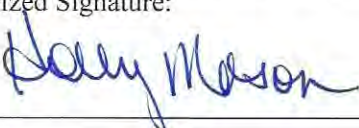
Debarment, Performance, and Non-Collusion Certification

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

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

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

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

Name: Holly Mason	Title: General Manager
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 8/4/22

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION

**RFQ # 17A 220802-033
Flexible Delineators**

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

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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

Yes

Yes, with conditions as follows:

No

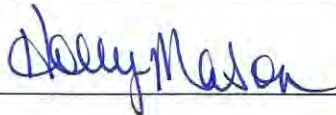
Name of Company:

Safety Zone Holdings, Inc dba Safety Zone Specialists

Address:

PO Box 90764 Lakeland, FL 33804-0764

Signature:



Date: 8/4/22