

Vendor Contact Information

BRENDA SIDARE

847-634-6100 ext.

BSIDARE@KANAFLEX-USA.COM

Commodity Information**Vendor Line #:** 1**Vendor Name:** KANAFLEX CORPORATION**Commodity Line #:** 1**Commodity Code:** 91339**Commodity Description:** CULVERT High Strength Reinforced HDPC Kanaflex SRPE**Commodity Specifications:****Commodity Extended Description:** CULVERT High Strength Reinforced in SRPE- Kanaflex

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
14	FOB Ship Pt, Freight Allowed	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Kanaflex	0.0000 %	
	Discount Start Date	Discount End Date
	06/16/21	07/31/25

Commodity Information**Vendor Line #:** 1**Vendor Name:** KANAFLEX CORPORATION**Commodity Line #:** 2**Commodity Code:** 91339**Commodity Description:** Freight Charges MA 18P 210615-139 Kanaflex**Commodity Specifications:****Commodity Extended Description:** Freight Charges ONLY for MA 18P 210615-139 Kanaflex

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
14	FOB Ship Pt, Freight Allowed	
Contract Amount	Service Start Date	Service End Date
0.00	06/16/21	07/31/23

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

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:
David Morris 7/27/2023
2A644AE5681E482

 Signature Date

David Morris, Acting Chief Procurement Officer

and

KANAFLEX CORPORATION

DocuSigned by:
Kevin Cornell 7/27/2023
2D3AD1F69E8D4ED

 Signature Date

Kevin Cornell, VP/National Sales Manager

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
111 Sewall Street, 9 State House Station
Augusta, Maine 04333-0009
Tel. (207) 624-7340

Contract Number
MA 210615*139

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: CULVERT High Strength Reinforced HDPC Kanaflex SRPE

Contractor: Kanaflex Corporation

Mater Agreement Competitive Bid RFQ: 17A 210602-269

Contract Period Extended Through: July 31, 2025

Extended Contract Pricing: Extended with price increases due to material costs.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 46,000.00

Agreement to extend Master Agreement 18P – 2106150000000000139 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:

David Morris

2A644AF5681F482...

David Morris, Acting Chief Procurement Officer

Date 7/27/2023

and

Kanaflex Corporation

DocuSigned by:

Kevin Cornell

2D3AD1F69F8D4FD...

Kevin Cornell, VP/National Sales Manager

Date 7/27/2023

RIDERS

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

RIDER A
Scope of Work and/or Specifications
MA 210615-139

Commodity: CULVERT High Strength Reinforced HDPC Kanaflex SRPE

Master Agreement Competitive Bid RFQ: 17A 210602-269

Contract Period: Through July 31, 2023. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

First Extension Through July 31, 2025

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: Kevin Cornell **Tel:** 847-634-6100 **Email:** kccornell@comcast.net

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. 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.

Freight Charges: The vendor will only be allowed to charge actual freight costs from the vendor to the delivery point. Any using department or agency can request actual bills of laden or invoices from freight companies for freight charge verification. If there is an overcharge, the vendor will be required to refund the balance of the freight charge plus administrative costs.

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 primary using departments of this MA is MaineDOT however all departments will be permitted to use this MA.

Delivery Locations: The vendor must ship to any State owned or leased facility in the State of Maine. Most items will be shipped to the following cities or towns:

Scarborough, Augusta, Washington, Dixfield, Solon, Charleston, Jonesboro, Presque Isle

Delivery Times: All deliveries must be made during normal working hours. Generally this is to mean between 8:00 am and 3:00 pm.

Delivery Notification: The vendor must notify the ordering department minimally two (2) business days in advance of delivery. If there is a scheduled holiday the vendor must provide minimally three (3) business days notice. Each State has their own holiday schedule and the vendor is responsible for obtaining these schedules. Deliveries attempted to be made without the required notification can be rejected and the State will not be held responsible for the extra delivery charges. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

Delivered Items Condition: The items being delivered must in good condition upon arrival. 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. The pipe will be accepted or rejected at the time of delivery. The unloading shall be a mutual effort between State and Supplier. The State will not be responsible for the costs of material or return shipping costs for items returned due to poor condition.

Specifications

HIGH-STRENGHT STEEL REINFORCED HDPE CULVERTS

DESCRIPTION. The work shall consist of furnishing and delivering culverts (as applicable) of the following type: *High Strength Steel Reinforced High Density Polyethylene Pipe* HDPE, (Corrugated) High Density Polyethylene Pipe.

MATERIALS.

- a) High Strength Steel Reinforced High-Density Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M-294,
- b) Bell and Spigot connections for high density polyethylene pipe shall be of a joint with an O-ring rubber gasket placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Polyethylene to Polyethylene connections for shall be of a coupler that is screwed on to both pipe ends to make continuous.
- d) Pipe shall be supplied in 20-, 30- and 40-foot lengths.
- e) Pipe bores shall be supplied in smooth and corrugated surfaces.

f) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator



Kanaflex Corporation
800 Woodlands Pkwy., Vernon Hills IL
60061 TEL 847-634-6100 FAX
847-634-6249
3 YEAR

STANDARD LIMITED WARRANTY

Kanaflex Pipe Products are warranted to be free from manufacturing defects and to conform currently applicable ASTM Standards for a period of (3) years from date of delivery. Buyer's remedy for breach of this warranty is limited to replacement of, or credit for, of the defective product. This warranty excludes any expense for removal or reinstallation of any defective product, and any other incidental, consequential, or punitive damages. This limited warranty is the only warranty made by the seller, and is expressly in lieu of all other warranties, express and implied, including any warranties of merchantability and fitness for a particular purpose.

Kanaflex®



High-Strength Steel Reinforced HDPE Pipe



Kanaflex Steel Reinforced Polyethylene Pipe (SRPE) Kanapipe for Storm and Sanitary Sewer Applications-12"-72"

Kanaflex Steel Reinforced Polyethylene Pipe (SRPE) is the sound solution for storm drainage, combined sewer overflow, retention/detention, low head irrigation, culverts, slip lining, and sanitary sewer mainline applications.

Kanapipe combines the strength of steel and the long term durability of HDPE, utilizing quality virgin resin and high grade alloy steel. Kanapipe's composite structural design produces higher stiffness ratings and deeper burial allowances (over 50') than standard dual wall pipe products. Smooth wall interior (.010) for full flow rates, and chemical resistance to corrosive soils, discharges, and chemicals. Pressure resistant to both vertical and horizontal installations.



Specify Kanaflex Kanapipe with confidence, meeting or exceeding the requirements of ASTM F2435, D2321, D2412, D3212, F449, A1008, F2136, F477, and AASHTO M-294 standards.



Member:



Standard and Custom Lengths

Kanaflex Kanapipe is available in standard lengths of 20' and 24' lengths as well custom lengths up to 40' in Bell x Spigot, PE x PE, or combination configurations. Ideal for culvert rehab, slip lining, and significantly reducing installed joints on storm and sanitary sewer layouts. Longer lengths improve the integrity of pipelines, eliminates waste, and reduces the cost of installation.



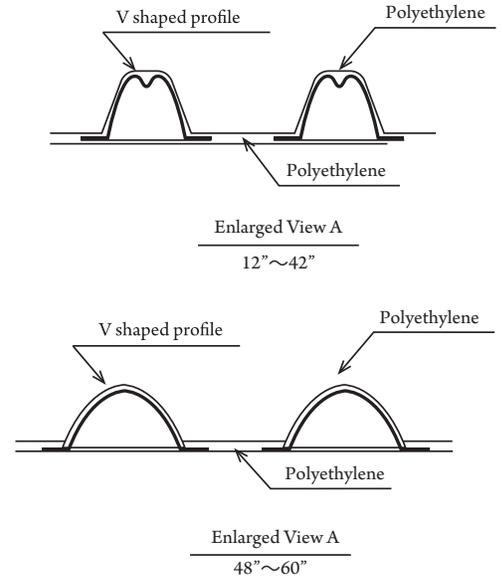
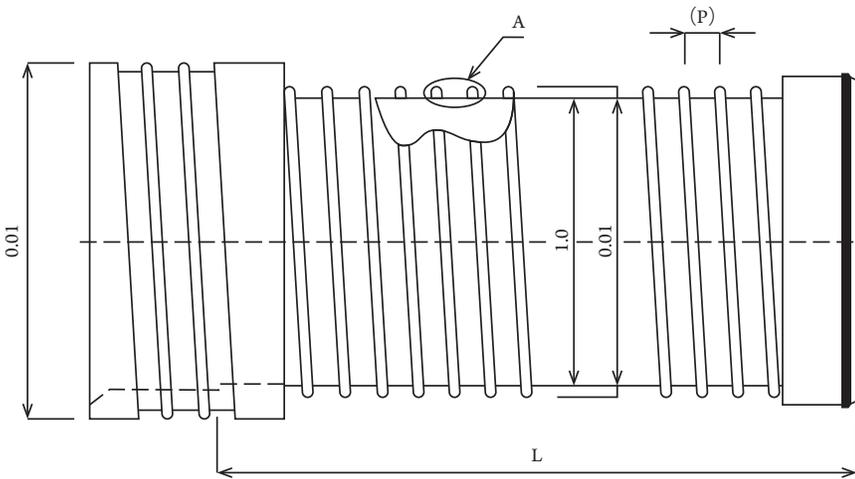
39 foot PE x PE 36" Kanapipe slip line Mendon, MA

Sanitary Sewer Joint

Kanapipe's engineered bell and spigot gasketed joint is a watertight, high performance connection with an enhanced leakage rating of 20 psi, significantly exceeding the ASTM D3212 minimum allowable leakage of 10.8 psi for sanitary sewers. Eliminates damage to roadway/parking lot pavements (cracking joint shifting, sinkhole depressions) due to infiltration/exfiltration commonly caused by using concrete pipe. Third party tested and certified, Kanapipe's joint is also internationally rated and certified to be earthquake resistant.



Pipe & Joint Dimensions



Nominal Diameter		Pipe Body						Pipe Joint	
		ID		OD ₁		Pitch		OD ₂	
inches	mm	inches	mm	inches	mm	inches	mm	inches	mm
12	300	12.0	305	13.3	338	2.36	60	15.9	405
15	375	15.0	381	16.3	413	2.36	60	18.9	480
18	450	18.0	457	19.3	489	2.44	62	22.0	560
24	600	24.0	610	25.7	653	2.76	70	28.5	725
30	750	30.0	762	32.2	817	3.54	90	35.0	890
36	900	36.0	915	38.2	970	3.94	100	41.1	1,045
42	1,050	42.0	1,067	44.4	1,128	3.94	100	47.4	1,205
48	1,200	48.0	1,220	52.0	1,320	6.30	160	57.7	1,465
60	1,500	60.0	1,524	65.2	1,656	7.68	195	70.9	1,801

* For pipe larger than 60" O.D., contact your Kanaflex representative

Allowable Burial

AASHTO — Allowable Burial Min/Max (ft)										
Diameter (inches)	Class I		Class II			Class III			Class IV	
	Compacted	Dumped	95%	90%	85%	95%	90%	85%	95%	90%
12	69	37	54	37	35	38	30	27	27	25
15	59	30	47	30	26	30	22	18	18	16
18	50	28	45	28	23	29	19	15	14	12
24	62	27	45	27	22	29	20	16	16	14
30	42	25	38	25	23	23	17	13	13	11
36	27	22	25	22	19	23	15	11	10	8
42	41	22	25	22	22	23	15	11	11	9
48	31	18	25	18	16	18	12	9	9	8
60	28	19	22	19	12	16	11	8	8	7

* For greater burial depth requirements, contact your Kanaflex representative.

** For 66" and 72" pipe requirements, contact your Kanaflex representative.

Minimum Pipe Stiffness

Minimum Pipe Stiffness Values Kanapipe Dual Wall SRPE															
Nominal Size		Inside Diameter		Outside Diameter		Pitch		Waterway Wall Thickness (min)		Minimum Steel Thickness		Minimum Pipe Stiffness		Minimum Pipe Stiffness (HS)	
inches	mm	inches	mm	inches	mm	inches	mm	inches	mm	inches	mm	MPa	psi	MPa	psi
12	300	12.0	305	13.3	338.0	2.36	60.0	0.059	1.5	0.0118	0.30	0.55	80	0.55	80
15	375	15.0	381	16.3	413.0	2.36	60.0	0.059	1.5	0.0118	0.30	0.55	80	0.45	65
18	450	18.0	457	19.3	489.0	2.44	62.0	0.059	1.5	0.0118	0.30	0.275	40	0.40	58
24	600	24.0	610	25.7	653.0	2.76	70.0	0.059	1.5	0.0118	0.30	0.235	34	0.40	58
30	750	30.0	762	32.2	817.0	3.54	90.0	0.079	2.0	0.0118	0.30	0.200	29	0.40	58
36	900	36.0	915	38.2	970.0	3.94	100.0	0.079	2.0	0.0118	0.30	0.155	22.5	0.40	58
42	1,050	42.0	1,067	44.4	1,128.0	3.94	100.0	0.079	2.0	0.0118	0.30	0.145	21	0.40	58
48	1,200	48.0	1,220	52.0	1,320.0	6.30	160.0	0.157	4.0	0.0118	0.30	0.135	20	0.40	58
60	1,500	60.0	1,524	65.2	1,656.0	7.68	195.0	0.157	4.0	0.0118	0.30	0.105	15	0.40	58

* Minimum stiffness values at 5% deflection. For greater stiffness requirements, contact your Kanaflex representative.

** For 66" and 72" pipe requirements, contact your Kanaflex representative.

Material Characteristics

Polyethylene Materials

The polyethylene compound satisfies the requirements of the cell class of 333430C as it prescribes it in the standard D3350.

Steel Materials

The steel material satisfies to standard A1008/A1008M or A653/A653M. Smallest zinc painting designation 20Z which the galvanizing painting is prescribed in the standard A591/A591M.

Chemical Resistance (Polyethylene)						
Chemical		Temperature		Chemical	Temperature	
		20°C °F	60°C °F		20°C °F	60°C °F
Sulfuric acid	10 - 50%	●	●	Sodium carbonate	●	●
Hydrochloric acid	10%	●	●	Calcium chloride	●	●
	35%	●	●	Methyl alcohol	●	▲
Nitric acid	10%	●	●	Ammonia water	●	●
	40%	●	▲	Hydrogen peroxide 30%	●	●
Hydrogen fluoride	75%	●	▲	Gasoline	▲	✘
Phosphoric acid	30%	●	●	Acetone	▲	✘
Formic acid	40%	●	●	Aniline	●	✘
Acetic acid	10%	●	●	Carbon tetrachloride	✘	✘
Glacial acetic acid		●	✘	Glycerin	●	▲
Caustic soda	50%	●	●	Benzene	✘	✘
Caustic potash	10%	●	●			

Pipe Weight (lbs/ft)		
Pipe Size (in)	PE x PE	B x S
12	3.32	3.86
15	4.12	4.76
18	4.80	5.70
24	8.78	10.06
30	11.86	13.71
36	20.23	22.90
42	28.0	31.59
48	39.52	45.37
60	51.15	60.30
66	57.24	
72	64.10	

● ... OK to Use ▲ ... Use with Caution ✘ ... Do Not Use

Kanapipe Super A Maximum Flow Rate

Roughness coefficient n=0.010

Flow Velocity/Rate										
Nominal Diameter in (mm)	12 (300)		15 (375)		18 (450)		24 (600)		30" (750)	
Inside Diameter ft (m)	1.00 (0.305)		1.25 (0.381)		1.50 (0.457)		2.00 (0.610)		2.50 (0.762)	
Gradient	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)
1/10	18.62 (5.674)	14.62 (0.414)	21.60 (6.584)	26.52 (0.751)	24.39 (7.435)	43.05 (1.219)	29.68 (9.046)	93.27 (2.641)	34.41 (10.488)	168.91 (4.783)
1/20	13.16 (4.012)	10.35 (0.293)	15.28 (4.656)	18.75 (0.531)	17.25 (5.257)	30.44 (0.862)	20.99 (6.397)	65.97 (1.868)	24.33 (7.416)	119.43 (3.382)
1/30	10.75 (3.276)	8.44 (0.239)	12.47 (3.801)	15.29 (0.433)	14.08 (4.292)	24.86 (0.704)	17.14 (5.223)	53.85 (1.525)	19.87 (6.055)	97.50 (2.761)
1/40	9.31 (2.837)	7.31 (0.207)	10.80 (3.292)	13.24 (0.375)	12.19 (3.717)	21.54 (0.610)	14.84 (4.523)	46.65 (1.321)	17.20 (5.244)	84.44 (2.391)
1/50	8.32 (2.537)	6.53 (0.185)	9.66 (2.944)	11.87 (0.336)	10.91 (3.325)	19.25 (0.545)	13.27 (4.046)	41.71 (1.181)	15.39 (4.690)	75.54 (2.139)
1/100	5.89 (1.794)	4.63 (0.131)	6.83 (2.082)	8.37 (0.237)	7.72 (2.351)	13.63 (0.386)	9.39 (2.861)	29.49 (0.835)	10.88 (3.317)	53.43 (1.513)
1/200	4.16 (1.269)	3.28 (0.093)	4.83 (1.472)	5.93 (0.168)	5.45 (1.662)	9.64 (0.273)	6.64 (2.023)	20.87 (0.591)	7.69 (2.345)	37.75 (1.069)
1/300	3.40 (1.036)	2.68 (0.076)	3.94 (1.202)	4.84 (0.137)	4.45 (1.357)	7.88 (0.223)	5.42 (1.652)	17.02 (0.482)	6.28 (1.915)	30.83 (0.873)
1/400	2.94 (0.897)	2.30 (0.065)	3.42 (1.041)	4.20 (0.119)	3.86 (1.176)	6.82 (0.193)	4.69 (1.430)	14.76 (0.418)	5.44 (1.658)	26.70 (0.756)
1/500	2.63 (0.802)	2.08 (0.059)	3.05 (0.931)	3.74 (0.106)	3.45 (1.051)	6.07 (0.172)	4.20 (1.279)	13.17 (0.373)	4.87 (1.483)	23.87 (0.676)
1/1000	1.86 (0.567)	1.45 (0.041)	2.16 (0.658)	2.65 (0.075)	2.44 (0.743)	4.31 (0.122)	2.97 (0.905)	9.32 (0.264)	3.44 (1.049)	16.88 (0.478)

Flow Velocity/Rate								
Nominal Diameter in (mm)	36 (900)		42 (1050)		48 (1200)		60 (1500)	
Inside Diameter ft (m)	3.00 (0.915)		3.50 (1.067)		4.00 (1.220)		5.00 (1.524)	
Gradient	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)	Flow Velocity ft/s (m/s)	Flow Rate ft ³ /s (m ³ /s)
1/10	38.84 (11.837)	275.07 (7.789)	43.02 (13.112)	413.96 (11.722)	47.01 (14.328)	591.49 (16.749)	54.52 (16.619)	1070.49 (30.313)
1/20	27.46 (8.370)	194.48 (5.507)	30.42 (9.272)	292.72 (8.289)	33.24 (10.132)	418.27 (11.844)	38.56 (11.752)	757.01 (21.436)
1/30	22.42 (6.834)	158.81 (4.497)	24.84 (7.570)	239.01 (6.768)	27.14 (8.273)	341.53 (9.671)	31.48 (9.595)	618.04 (17.501)
1/40	19.42 (5.918)	137.52 (3.894)	21.51 (6.556)	206.98 (5.861)	23.50 (7.164)	295.76 (8.375)	27.26 (8.310)	535.26 (15.157)
1/50	17.37 (5.293)	123.00 (3.483)	19.24 (5.864)	185.12 (5.242)	21.02 (6.408)	264.54 (7.491)	24.38 (7.432)	478.73 (13.556)
1/100	12.28 (3.743)	86.98 (2.463)	13.60 (4.146)	130.91 (3.707)	14.87 (4.531)	187.06 (5.297)	17.24 (5.256)	338.56 (9.587)
1/200	8.68 (2.647)	61.52 (1.742)	9.62 (2.932)	92.56 (2.621)	10.51 (3.204)	132.25 (3.745)	12.19 (3.716)	239.36 (6.778)
1/300	7.09 (2.161)	50.22 (1.422)	7.85 (2.394)	75.57 (2.140)	8.58 (2.616)	107.99 (3.058)	9.95 (3.034)	195.43 (5.534)
1/400	6.14 (1.872)	43.51 (1.232)	6.80 (2.073)	65.44 (1.853)	7.43 (2.266)	93.55 (2.649)	8.62 (2.628)	169.26 (4.793)
1/500	5.40 (1.674)	38.88 (1.101)	6.08 (1.854)	58.52 (1.657)	6.65 (2.026)	83.63 (2.368)	7.71 (2.350)	151.36 (4.286)
1/1000	3.88 (1.184)	27.51 (0.779)	4.30 (1.311)	41.39 (1.172)	4.70 (1.433)	59.15 (1.675)	5.45 (1.662)	107.04 (3.031)



For pipe specifications, please visit:
www.kanaflexcorp.com

800 Woodlands Parkway
Vernon Hills, IL 60061 • (847) 634-6100

NATIONAL SALES (224) 545-2012

Kanaflex®

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

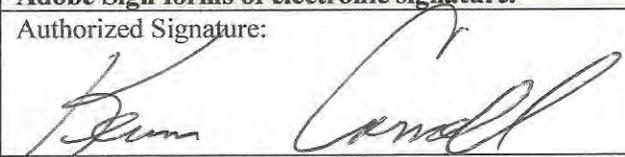
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Kanaflex Corporation		
Chief Executive - Name/Title: Kevin Cornell/VP-National Sales Mgr		
Tel: 847-634-6100	Fax: 847-634-6249	E-mail: kccornell@comcast.net
Headquarters Street Address: 800 Woodlands Pwy Vernon Hills IL 60061		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

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: Kevin Cornell	Title: VP/National Sales Mgr
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: 6/8/21

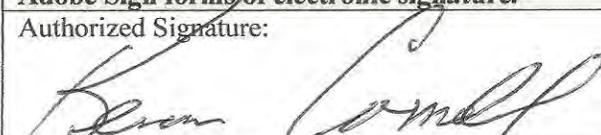
Debarment, Performance, and Non-Collusion Certification

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: Kevin Cornell	Title: VP/National Sales Mgr
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: 6/8/21

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 210602-269
CULVERT High Strength Reinforced in HDPC - Kanaflex

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:

Kanaflex Corporation

Address:

800 Woodlands Pwy Vernon Hills IL
60061

Date: 6/8/21