

MA 18P 2103260000000000094
MODIFICATION

State of Maine



Master Agreement

Effective Date: 04/15/21

Expiration Date: 04/30/25

Master Agreement Description: Treatment Compounds for Boilers and Cooling Towers

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Valerie Russell 207-287-4151 ext. Valerie.L.Russell@maine.gov

Requestor Information

Valerie Russell 207-287-4151 ext. Valerie.L.Russell@maine.gov

Agreement Reporting Categories

Reason For Modification: Extend for first available extension

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000005611

Vendor Name

AQUA LAB

Alias/DBA

Vendor Address Information

8 INDUSTRIAL WAY

AMESBURY, MA 01913

US

Vendor Contact Information

Tom Cass
978-388-3989 ext. 13
tomcass@aqualaboratories.com

Commodity Information

Vendor Line #: 1

Vendor Name: AQUA LAB

Commodity Line #: 1

Commodity Code: 96223

Commodity Description: Chemical Treatment of Boiler and Tower Water

Commodity Specifications:

Commodity Extended Description: Chemical Treatment of Boiler and Tower Water.

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 6	Free On Board	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name Aqua Labs	Discount 0.0000 %	
	Discount Start Date 04/15/21	Discount End Date 04/30/25

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 4/27/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

and

AQUA LAB

DocuSigned by:
Tom Cass 4/27/2023
B9D87148501B464...

Signature Date

Tom Cass, Director of Sales

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 210326*094

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Treatment Compounds for Boilers and Cooling Towers

Contractor: AQUA Lab

Mater Agreement Competitive Bid RFQ: 18A 210308-185

Contract Period Extended Through: April 30, 2025

Extended Contract Pricing: Extended at current pricing

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: \$ 78,000.00

Agreement to extend Master Agreement 18P – 2103260000000000094 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:
David Morris
2A644AF5681F482...

David Morris, Acting Chief Procurement Officer
and
AQUA Lab

Date
4/27/2023

DocuSigned by:
Tom Cass
B9D87148501B464...

Tom Cass, Director of Sales

Date
4/27/2023

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
<input type="checkbox"/>	Other – Included at Department’s Discretion
<input type="checkbox"/>	Other – Included at Department’s Discretion

RIDER A
Scope of Work and/or Specifications
MA 210326-094

Commodity: Treatment Compounds for Boilers and Cooling Towers

Master Agreement Competitive Bid RFQ: 18A 210308-185

Contract Period: Through April 30, 2023. The State of Maine with vendor approval can opt to issue up one (1) two (2) year and one (1) one-year extensions.

First Extension Through April 30, 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: Leslie Daigle **Tel:** 978-388-3989 **Email:** lesliedaigle@aqualaboratories.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.

Prices will remain firm for the duration of the current contract period.

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

Contracted Items: The vendor will not be permitted to substitute any chemical without prior approval from the facility manager. 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.

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

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

Safety Data Sheets: – Vendor must provide SDS upon request. The vendor **will** provide each facility with a book of SDS's for ALL chemicals used at that location with-in one month of the contract starting and maintain them keeping them current during the contract period.

Boiler Testing: It is imperative and required that a chemical representative test ALL boilers twice a month performing extensive chemical test reports.

Coupons: For Maine State sites with current active coupon racks, vendor will provide additional coupons for annual coupon studies for mild steel and copper at no charge.

Report of Purchases: Vendor is required to furnish the Director of Purchases with a detailed summary of the total purchases made under this contract. The report must be emailed minimally once a year however can be requested at any time during the contract period. The report will be emailed to Bill Allen at wje.allen@maine.gov

Governor's Executive Order: In keeping with the Executive Order #12, FY 06/07: AN ORDER PROMOTING SAFER CHEMICALS IN CONSUMER PRODUCTS AND SERVICES, with amendment Executive Order #16, FY 06/07, we continue our commitment to environmentally preferable procurement. To this end, all using agencies are encouraged to purchase the safest treatment compounds with the least environmental impact in order to reduce negative impact on human health and the natural environment in comparison to other products that serve similar purposes to the extent feasible, balancing price, performance, availability and safety.

Tanks and Pumps: Vendor will be responsible for providing the tanks and pumps for each system at each location as well as filling the tanks with the chemicals "as needed." It will be the responsibility of the vendor to insure the systems never run out of product.

Equipment Ownership: The vendor will retain ownership of Drum-less Dispensing System equipment for all sites. All repairs and replacement of equipment, including pumps, will be the sole responsibility and expense of the Contractor.

Equipment Repair: Vendor will repair or replace any pumps and secondary containment equipment at no cost to the State of Maine.

Equipment Replacement: All existing equipment is to be removed and all brand new equipment is to be installed by the vendor within a sixty (60) day period from the start of the initial period of the MA. The only exception will be if the equipment has been replaced with-in the last twelve months and is in good operating condition. If requested the vendor must provide documentation of when equipment was last replaced. The vendor will provide test kits for boilers and cooling towers and replenishment test reagents at each location.

Spill Containment: Vendor will utilize onsite secondary containment equipment. The system utilizes a secondary tank containment system. A variety of secondary

containment tanks and containment pallets are available. Vendor will evaluate each site to determine the best fit tank solution based on expected chemical usage and site accessibility. Each tank, upon site assignment, is assigned a unique identification number and setup in our customized cloud database management system. When orders are placed for a site, the system automatically generates specific drum labeling including the unique tank number ensuring a fail-safe transfer occurs. Chemical deliveries are performed by highly trained delivery specialists utilizing customized CDL trucks and specialized pumping equipment to provide a safe method of chemical transfer. Chemicals are brought onsite, transported to the tank locations and transferred into the tanks. All proper PPE is worn during the transfer and spill prevention equipment is utilized. For hard to reach sites that require navigating stairs, vendor will utilize a powered stair climbing hand truck that can safely transport our drum products to tank location with ease.

INSURANCE REQUIREMENTS

The vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors:

A. Minimum Scope of Insurance Coverage required

1. Commercial general liability; occurrence basis; including products and completed operations.
2. Workers' compensation and employer's liability if required by law; and
3. Vehicle liability insurance, occurrence basis.

B. Minimum Limits of Insurance

1. Commercial general liability: \$1,000,000 per occurrence
2. Workers' Compensation - as required by law.
3. Vehicle liability: \$400,000 per occurrence

C. Other Insurance Provisions Unless this requirement is waived by the State, the policies are to contain, or be endorsed to contain, the following provisions:

1. The Bidder's insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the State for its officers, agents, and employees shall be excess of the Bidder's insurance and shall not contribute with it.
2. The Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Bidder shall furnish the State with certificates of insurance and with those endorsements effecting coverage required by these

Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State before the contract commences. The State reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing 30 days notice to the State in the event of cancellation for any reason including nonpayment.

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: Aqua Laboratories, Inc.		
Chief Executive - Name/Title: Tom Cass, Director of Sales		
Tel: 978-388-3989	Fax: 978-388-6464	E-mail: tomcass@aqualaboratories.com
Headquarters Street Address: 8 Industrial Way		
Headquarters City/State/Zip: Amesbury, MA 01913		
<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: Tom Cass	Title: Director of Sales
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: <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <small>DocuSigned by:</small>  <small>B9D87148501B464...</small> </div>	Date: 3/21/2021 12:02 PM EDT

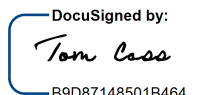
Debarment, Performance, and Non-Collusion Certification

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: Tom Cass	Title: Director of Sales
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:  DocuSigned by: Tom Cass B9D87148501B464...	Date: 3/21/2021 12:02 PM EDT

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 18A 210308-185
Chemical Treatment of Boiler and Tower Water**

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: Aqua Laboratories, Inc.

Address: 8 Industrial Way, Amesbury, MA 01913

Signature:  B9D87148501B464...

3/21/2021 | 12:02 PM EDT

Date: _____