

STATE OF VERMONT PARTICIPATING ADDENDUM # 49371

Led by the State of Maine

**Maine Master Agreement #230217-100**

**Contractor:** Advanced Drainage Systems Inc.

**Contractor's Master Agreement through Maine:**

<https://www.maine.gov/dafs/bbm/procurement/services/sites/maine.gov.dafs.bbm.procurement/services/files/inline-files/2025%20MA%20230217%20100.pdf>

1. **Parties.** This is a contract (hereinafter the “Agreement”) between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:  

Culverts, HDPE, PP DW
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Agreement and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** This Agreement shall be effective on March 1, 2025 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Restricted/Disallowed Products and Services.** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.

- a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:  
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- b. Regulation of Hydrofluorocarbons. Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

## **7. Requirements for Ordering.**

- a. Each order placed under this Agreement (“Order” or “Purchase Order”) shall be considered a sale between the Purchasing Entity and the Contractor and shall be deemed to incorporate all the terms and conditions of this Agreement. Nothing contained in any Order made under this Agreement shall amend or vary the terms of this Agreement. Additional terms which do not conflict with the terms of this Agreement may be included in an Order, if mutually agreed upon by the Contractor and the Purchasing Entity.
- b. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period that occurs after termination of this Agreement, provided that such delivery or performance is strictly in accordance with an Order placed prior to termination of this Agreement.
  - i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.
  - ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- c. All orders placed under this Agreement must be in writing and shall, at a minimum, specify the following:
  - i. The product(s) being delivered and the place and time of delivery;
  - ii. The service(s) required and the place and time period for performance;
  - iii. The Purchasing Entity’s billing address;
  - iv. The name and contact information for the Purchasing Entity’s primary contact;
  - v. The price per unit, rates, or other pricing elements consistent with this Agreement;

- vi. A maximum amount payable by the Purchasing Entity under the order;
  - vii. A unique identifier for the order; and
  - viii. The State of Vermont Agreement Number (shown in the header on page one).
- d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
- 8. *Requirements for Ordering Applicable to State Purchasers Only.*** The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.
- a. Contract Backed Purchase Order (PO). For orders by State Purchasers that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.
  - b. Dollar Limit Restriction. No dollar limits apply to orders placed under this Agreement.
- 9. *Payment Provisions and Invoicing.***
- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
  - b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
  - c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. Pre-paid freight on orders of \$6750 or more, orders under \$6,750.00 will be charged a \$300.00 drop charge.
  - d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
  - e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
  - f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
  - g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
    - i. The address to which payments will be sent;

**Contractor:** Advanced Drainage Systems Inc.

- ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
  - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
  - h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
  - i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
  - j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
10. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor’s reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov) .
  - b. Reports are due for each quarter as follows:
- | Reporting Period         | Report Due |
|--------------------------|------------|
| January 1 to March 31    | April 30   |
| April 1 to June 30       | July 31    |
| July 1 to September 30   | October 31 |
| October 1 to December 31 | January 31 |
- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.
11. **Prior Approvals.** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.
12. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.
13. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.

14. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Ben Ewald  
Address: 115 Best Street, Morristown, VT 05661  
Phone: 470-326-9145  
Email: Ben.Ewald@ads-pipe.com

b. **For the State:**

Name: State of Vermont, Stefanie Malmstein  
Address: 133 State Street, 5<sup>th</sup> Floor, Montpelier, VT 05633-8000  
Phone: 802-371-8987  
Email: Stefanie.Malmstein@vermont.gov

15. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

16. **Attachments; Order of Precedence.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated October 1, 2024) is hereby incorporated by reference as if fully set forth herein and shall apply this this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .
- b. If specified in an order made by a State Purchaser under this Agreement, the "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: December 30, 2024)" shall be incorporated by reference and apply to the order as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- c. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.
- d. An order placed against this Agreement.

**Contractor:** Advanced Drainage Systems Inc.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By Advanced Drainage Systems Inc.:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: **Wanda Minoli** \_\_\_\_\_

Name: \_\_\_\_\_

Title: Commissioner – Buildings & General Services

Title: \_\_\_\_\_

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
06110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,6 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 6 Inch Diameter, per AASHTO	FT	\$2.480	21
06150020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,6 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 6 Inch Diameter, per AASHTO	FT	\$2.480	14
0665AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 6 inch	NA	EA	\$6.580	7
08110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,8 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 8 Inch Diameter, per AASHTO	FT	\$4.270	21
08150020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,8 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 8 Inch Diameter, per AASHTO	FT	\$4.270	14
10110020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,10 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 10 Inch Diameter, per AASHTO	FT	\$6.800	21
10150020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,10 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 10 Inch Diameter, per AASHTO	FT	\$6.800	14
12610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Perforated	FT	\$14.320	45
12650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 12 inch x 20 ft	Polypopylene Pipe, 12 Inch Diameter, Dual Wall, Unperforated	FT	\$13.900	14
1265AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 12 inch	NA	EA	\$13.970	7
12810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 12 Inch Diameter, per AASHTO	FT	\$9.810	21
12850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 12 Inch Diameter, per AASHTO	FT	\$9.807	14
12860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,12 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall (DW), C-Perf Pattern	FT	\$9.810	21
12950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 12 inch x 30 ft	Dual Wall (DW)	FT	\$9.810	21
15610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Perforated	FT	\$20.400	45
15650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 15 inch x 20 ft	Polypopylene Pipe, 15 Inch Diameter, Dual Wall, Unperforated	FT	\$19.810	14
1565AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 15 inch	NA	EA	\$23.270	7
15810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 15 Inch Diameter, per AASHTO	FT	\$13.970	21
15850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 15 Inch Diameter, per AASHTO	FT	\$13.965	14
15860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,15 inch x 20 ft	High Density Popethylene (HDPE)	FT	\$13.970	21
15950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 15 inch x 30 ft	Dual Wall (DW)	FT	\$13.970	21
18610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Perforated	FT	\$29.140	45
18650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 18 inch x 20 ft	Polypopylene Pipe, 18 Inch Diameter, Dual Wall, Unperforated	FT	\$28.290	14
1865AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 18 inch	NA	EA	\$39.670	7
18810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 18 Inch Diameter, per AASHTO	FT	\$19.490	21

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
18850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 18 Inch Diameter, per AASHTO	FT	\$19.488	14
18860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,18 inch x 20 ft	High Density Polyethylene (HDPE)	FT	\$19.490	21
18950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 18 inch x 30 ft	Dual Wall (DW)	FT	\$19.490	21
24610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 24 inch x 20 ft	Polypolyene Pipe, 24 Inch Diameter, Dual Wall, Perforated	FT	\$48.220	45
24650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 24 inch x 20 ft	Polypolyene Pipe, 24 Inch Diameter, Dual Wall, Unperforated	FT	\$46.820	14
2465AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 24 inch	NA	EA	\$55.940	7
24810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 24 Inch Diameter, per AASHTO	FT	\$30.490	21
24850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 24 Inch Diameter, per AASHTO	FT	\$30.492	14
24860020ME	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE,DW,C-Perf,N-12ST Bell/Spigot End,24 inch x 20 ft	High Density Polyethylene (HDPE)	FT	\$30.490	21
24950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 24 inch x 30 ft	Dual Wall (DW)	FT	\$30.490	21
30610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 30 inch x 20 ft	Polypolyene Pipe, 30 Inch Diameter, Dual Wall, Perforated	FT	\$76.480	45
30650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 30 inch x 20 ft	Polypolyene Pipe, 30 Inch Diameter, Dual Wall, Unperforated	FT	\$74.250	14
3065AA	ADVANCED DRAINAGE SYSTEMS INC			91339	Coupler, Split Band 30 inch	NA	EA	\$130.040	7
30810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 30 Inch Diameter, per AASHTO	FT	\$41.350	21
30850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,30 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 30 Inch Diameter, per AASHTO	FT	\$41.349	14
30950030HD	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe-Drainage DW, Solid, N-12 Plain End, 30 inch x 30 ft	Dual Wall (DW)	FT	\$41.350	21
36610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 36 inch x 20 ft	Polypolyene Pipe, 36 Inch Diameter, Dual Wall, Perforated	FT	\$83.750	45
36650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 36 inch x 20 ft	Polypolyene Pipe, 36 Inch Diameter, Dual Wall, Unperforated	FT	\$81.310	14
36810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.560	21
36850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,36 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 36 Inch Diameter, per AASHTO	FT	\$54.558	14
42610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 42 inch x 20 ft	Polypolyene Pipe, 42 Inch Diameter, Dual Wall, Perforated	FT	\$98.130	45
42650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 42 inch x 20 ft	Polypolyene Pipe, 42 Inch Diameter, Dual Wall, Unperforated	FT	\$95.270	14
42810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall Perforated Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.840	21
42850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,42 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 42 Inch Diameter, per AASHTO	FT	\$68.838	14
48610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 48 inch x 20 ft	Polypolyene Pipe, 48 Inch Diameter, Dual Wall, Perforated	FT	\$141.100	45



SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
48650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 48 inch x 20 ft	Polypopylene Pipe, 48 Inch Diameter, Dual Wall, Unperforated	FT	\$136.990	14
48810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.390	21
48850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,48 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 48 Inch Diameter, per AASHTO	FT	\$88.389	14
60610020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Perforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Perforated	FT	\$181.480	45
60650020IBPL1	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe PP, DW, Unperforated, 60 inch x 20 ft	Polypopylene Pipe, 60 Inch Diameter, Dual Wall, Unperforated	FT	\$176.190	14
60810020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, Perf, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Popethylene (HDPE), Dual Wall Perforated Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.100	21
60850020IB	ADVANCED DRAINAGE SYSTEMS INC			91339	Pipe HDPE, DW, SOLID, N-12ST Bell/Spigot End,60 inch x 20 ft	High Density Polyethylene (HDPE), Dual Wall SOLID Storm Drainage 60 Inch Diameter, per AASHTO	FT	\$138.096	14
FRT-DROP CHG	ADVANCED DRAINAGE SYSTEMS INC			91339	Freight/Drop Charge ADS Culvert	NA	EA	\$300.000	14

MA 18P 23021700000000000100  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 03/30/23

**Expiration Date:** 04/01/25

**Master Agreement Description:** Culverts, HDPE, PP DW

**Buyer Information**

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

**Issuer Information**

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

**Requestor Information**

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000000802

**Vendor Name**

ADVANCED DRAINAGE SYSTEMS INC

**Alias/DBA**

**Vendor Address Information**

4640 TRUEMAN BLVD

HILLIARD, OH 43026

US

**Vendor Contact Information**

Richard Tibbetts  
614-658-0245 ext.  
richard.tibbetts@ads-pipe.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** ADVANCED DRAINAGE SYSTEMS INC

**Commodity Line #:** 1

**Commodity Code:** 91339

**Commodity Description:** Recycled Concrete and Metal Products Incl. Culverts, Pilings

**Commodity Specifications:**

**Commodity Extended Description:** Culverts, HDPE, PP DW

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> ADS	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 03/30/23	<b>Discount End Date</b> 03/31/25

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* 3/30/2023  
2A644AE5681E482  
 \_\_\_\_\_  
 Signature Date

David Morris, Acting Chief Procurement Officer

and

ADVANCED DRAINAGE SYSTEMS INC

DocuSigned by:  
*David Martin* 3/30/2023  
8A47250067EA410...  
 \_\_\_\_\_  
 Signature Date

David Martin, Vice President, Sales

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference to 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 RFP
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFP
<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 230217-100**

**Commodity:** Culverts, HDPE, PP DW

**Master Agreement Competitive Bid RFQ:** 17A 230202-178

**Contract Period:** Through March 31, 2025. 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:** Richard Tibbetts      **Tel:** 207-274-0482      **Email:** [Richard.Tibbetts@adspipe.com](mailto:Richard.Tibbetts@adspipe.com)

**Tri-State Bid:** This bid was posted with the expectations New Hampshire (NH) and Vermont (VT) would enter into contracts with the selected vendor based on the competitive bid process, NH and VT have opted out. Both states can negotiate their own contracts based off this bid process in the future.

**Freight Charges:** Pre-paid freight on orders of \$6750 or more, orders under \$6,750.00 will be charged a \$300.00 drop charge.

**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 if there is less than one year remaining. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. 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 primary using departments of this Master Agreement is MaineDOT, all state departments and agencies can utilize this MA.

**Delivery Locations:** The vendor must ship to any State owned or leased facility in each State. Most items will be shipped to the following cities or towns: Scarborough, Augusta, Washington, Dixfield, Solon, Charleston, Jonesboro, Presque Isle

**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.

**Delivery Times:** All deliveries must be made during normal working hours, 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**

### **HDPE CULVERTS AND STORM DRAINS**

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

#### *High Density Polyethylene Pipe*

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

#### **MATERIALS.**

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

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

ATTACHMENT B CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES)											
DIAMETER	CORRUGATED METAL PIPE				SPIRAL RIB TYPE 1R AND B		PLASTIC PIPE		REINFORCED CONCRETE PIPE		
	OPTION I		OPTION I & III		OPTION I	OPTION I & III	OPTION I & III	OPTION III	OPTION I & III		
	M218	M274 (A)	M246 & FIBER BONDED	M197	M274 (A)	M197	M294 DUAL WALL PIPE STIFFNESS @ 5% DEFL.	M278	M170 CLASS III WALL A	M170 CLASS III WALL B	M170 CLASS III WALL C
12"	0.079	0.064	0.064	0.075			1.354	0.358	1 3/4	2	
15"	0.079	0.064	0.064	0.075			1.138	0.438	1 1/8	2 1/4	
18"	0.109	0.079	0.079	0.075	0.079	0.106	1.087		2	2 1/2	
21"	0.109	0.079	0.079	0.075	0.079	0.106			2 1/4	2 3/4	
24"	0.109	0.079	0.079	0.075	0.079	0.106	0.921		2 1/2	3	3 3/4
27"	0.109	0.079	0.079	0.105					2 5/8	3 1/4	4
30"	0.109	0.079	0.079	0.105	0.110	0.134	0.760		2 3/4	3 1/2	4 1/4
33"	0.109	0.079	0.079	0.105					2 1/8	3 3/4	4 1/2
36"	0.109	0.079	0.079		0.110	0.134	0.594		3	4	4 3/4
36" (1)			0.079	0.075							
42"	0.138	0.109	0.109				0.551		3 1/2	4 1/2	5 1/4
42" (1)			0.079	0.105	0.110						
48"	0.138	0.109	0.109				0.492		4	5	5 3/4
48" (1)			0.079	0.105	0.110						
54"	0.168	0.138	0.138						4 1/2	5 1/2	6 1/4
54" (1)			0.079	0.105	0.110						
60"	0.168	0.138	0.138						5	6	6 3/4
60" (1)			0.079	0.105	0.110						
66" (1)			0.079	0.135					5 1/2	6 1/2	7 1/4
72" (1)			0.109	0.135					6	7	7 3/4
78" (1)			0.109	0.164					7 1/2	8 1/4	8 1/4
84" (1)			0.109	0.164					8	8 3/4	8 3/4

Metal Pipe values are for 2 2/3" x 1/2" Corrugations unless diameter is followed by (1) which requires 3" x 1" Corrugations for Aluminum Pipes and 3" x 1" or 5" x 1" Corrugations for Steel Pipes. Option I Pipes shall only be used for entrances. Fill heights over 15 Ft may require larger metal gages.  
M218 = zinc coated (galvanized) corrugated steel pipe  
M274 = aluminum coated (type 2) corrugated steel pipe  
M246 = polymer pre-coated galvanized corrugated steel pipe  
Fiber Bonded = M.D.O.T. Spec. 707.04  
M197 = Corrugated Aluminum Alloy Pipe  
M278 = Polyvinyl Chloride Pipe  
M170 = Reinforced Concrete Pipe  
M294 = High Density Polyethylene Pipe  
(A) Option I, M274 can be used for closed drainage Option III Pipe  
(B) Spiral Rib Type 1R can be used for Smoothlined Pipe

**ATTACHMENT C  
COUPLING BAND WIDTH REQUIREMENTS**

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

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

Pipe with spiral corrugations shall have continuous helical lock seams

**M 196 = Corrugated Aluminum Alloy Pipe**  
**M 36 = Corrugated Steel Pipe**

**TYPES B & C UNDERDRAIN PIPE**

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

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

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



## **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' and 24' lengths.
- e) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator

**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: Advanced Drainage Systems, Inc.		
Chief Executive - Name/Title: David Martin <input type="checkbox"/> VP <input type="checkbox"/> Field Sales		
Tel: <input type="checkbox"/> 00 <input type="checkbox"/> 33 <input type="checkbox"/> 4 <input type="checkbox"/> 3	Fax: 614 <input type="checkbox"/> 6 <input type="checkbox"/> 00 <input type="checkbox"/> 4	E-mail: david.martin <input type="checkbox"/> adspipe.com
Headquarters Street Address: 4640 Trueman Blvd		
Headquarters City/State/Zip: Hilliard, OH 43026		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Richard Tibbetts <input type="checkbox"/> Sales <input type="checkbox"/> Engineer <input type="checkbox"/> Maine		
Tel: 20 <input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 04 <input type="checkbox"/> 2	Fax: <input type="checkbox"/> 66 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 12	E-mail: richard.tibbetts <input type="checkbox"/> adspipe.com
Street Address: 1 <input type="checkbox"/> Graystone Road		
City/State/Zip: Gray, M <input type="checkbox"/> 0403 <input type="checkbox"/>		

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: David Martin	Title: vice President, Field Sales
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.</b>	
Authorized Signature:  84D0CC9D77BB445...	Date: 2/13/2023

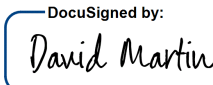
### Debarment, Performance, and Non-Collusion Certification

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:	David Martin	Title:	Vice President, Field Sales
<b>To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.</b>			
Authorized Signature:	 <small>04D0CC9D77BB445...</small>	Date:	2/13/2023

**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 230202-178  
Culverts, HDPE, Reinforced HDPE, Tri-State ME, NH, VT**

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.

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

Yes

Yes, with conditions as follows: Purchases at contract pricing may be made through our distribution partners.

No

**Name of Company:**

Advanced Drainage Systems, Inc.

**Address:**

4640 Trueman Blvd., Hilliard OH 43026

**Signature:**

DocuSigned by:  
*David Martin*  
84D0CC9D77BB445...

**Date:**

2/13/2023