

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PURCHASE OF PRODUCTS**

This Contract entered into this _____ day of _____, _____, by and between the University of Maine System, hereinafter referred to as the "University", and _____, hereinafter referred to as "Vendor".

WHEREAS, the University desires to purchase products, supplies, and/or equipment (collectively referred to herein as "Products"), and the Vendor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Specifications of Work: The Vendor agrees to deliver the Products listed in **Attachment A**, hereby incorporated by reference.

2. Time for Delivery: All Products subject to this Contract shall be delivered no later than _____, 20__.

3. Payment : The total of **all** payments made against this Contract shall not exceed \$ _____. Orders in excess of this amount will not be paid by the University unless it has provided prior written consent to the pricing change. Payments for Products shall be made within thirty (30) days of University's receipt and approval of Vendor-supplied invoices. University is tax exempt and shall not be responsible for any taxes or duties incurred in connection with the Products.

4. Warranty and Returns: Vendor hereby warrants that the Products shall be in full conformity with the specification, drawing, or sample provided by the University or as described in **Attachment A** and shall be free from defects in materials and workmanship under normal use and service. Vendor shall cause Products to be repaired or replaced, to the University's reasonable satisfaction, for any claim that Products violate this warranty within twelve (12) months from the date of delivery. Additionally, University reserves the right inspect the Products for any loss or damage and reject and return Products within thirty (30) days of delivery to the University's facility. Vendor shall carry all risk of loss or damage until University has accepted the Products. Products shall be deemed accepted if University has not rejected Products within the thirty (30) day inspection period.

5. Shipment and Delivery: Unless otherwise agreed in a writing signed by both parties, all shipments of Products shall be made FOB Destination (University's Facility), freight prepaid and allowed. Shipping charges shall be included on the Vendor's invoice and the original freight/shipping bill attached thereto. Except as provided in Section 18 "Force Majeure", if shipments are delayed or unable to be made within the time for delivery specified in Section 2 herein, the University shall have the right, but not the obligation, to terminate this Contract without prejudice or penalty to the University.

6. Recyclable Materials: The State of Maine has adopted laws requiring the reduction of waste prior to recycling or disposal. In accordance with the intent of these laws, the University requests that Vendor not use Styrofoam packing materials for any Products to the extent reasonably practicable and that packing boxes and materials be readily recyclable in Maine.

7. Conflict of Interest: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

8. Modification: This Contract may be modified or amended only in a writing signed by both parties.

9. Assignment: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Vendor without the prior written consent of the University.

10. Applicable Law: This Contract shall be governed and interpreted according to the laws of the State of Maine.

11. Administration: _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.

12. Non-Discrimination: In the execution of the Contract, the Vendor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of qualified individuals with disabilities.

13. Indemnification: The Vendor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Vendor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Vendor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

14. Compliance: Vendor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally prohibited or restricted from providing the Products to the University. Vendor, in its own name and at its sole expense, shall procure and maintain any license, certification, or authorization required by applicable law or governing authority for shipment or delivery of the Products, including without limitation as required under the Export Administration Act of 1979 (50 U.S.C. §§ 2401-2410), the Export Administration Regulations promulgated thereunder (15 C.F.R. §§ 768-799), the International Traffic in Arms Regulations (22 C.F.R. §§ 120-128 and 130), and the Foreign Corrupt Practices Act and their successor and supplemental laws and regulations.

15. Contract Validity: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

16. Independent Vendor: Vendor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Vendor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. Vendor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

17. Entire Contract: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. Unless otherwise set forth herein, all terms and conditions appearing on Vendor's purchase order, website, or any other documentation submitted or referenced by Vendor in connection with the University's purchase of the Products shall be considered null, void, and without effect as pertaining to the Products and the University's purchase thereof.

18. Publicity, Publication, Reproduction and use of Contract's Products or Materials: Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Vendor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Vendor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

19. Confidentiality: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

20. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, pandemics and epidemics (including changes to operations necessitated by government acts or guidance of public health authorities in connection with the COVID-19 pandemic), strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

21. Notices: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

22. Counterparts and Authority: This Contract may be signed in any number counterparts, each of which is an original copy of this Contract and all of which taken together shall constitute one agreement. The person signing on behalf of each Party represents that he or she has the right and power to execute this Contract on behalf of such Party. Signatures delivered via email in PDF format or by fax shall be effective.

23. Signatures:

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE VENDOR:

BY: _____
(signature)

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Name: _____
(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

Date: _____

Date: _____

Univ. Acct.# _____

Tax ID #: _____

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

Attachment A

Products List

The Vendor agrees to provide the following Products to the University:

INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
5	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.