

MePA Use Only

TEDOCS #: _____

CONTRACT #: _____

RFP#: _____

MAINE PORT AUTHORITY

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT

Ship to Location:

Mack Pt. Terminal

Trundy Rd.

Searsport, ME 04974

Vendor Customer No.: VC1000057955

Shipping Terms: Destination Prepaid and Allowed

Contract Maximum Amount: \$430,743

Contract Begin Date: 3/29/19

Contract Expiration Date: 12/31/19

This Contract (**Contract**) is entered into between the Maine Port Authority (**MePA**) with its principal office located at the International Marine Terminal in Portland, Maine, with a mailing address of International Marine Terminal, 460 Commercial Street, Portland, ME 04101, and Troy Industrial Solutions (Vendor), a corporation or other legal entity organized under the laws of the State of Maine with its principal place of business located at 15 Industrial Plaza, Brewer, ME 04412, hereinafter the "**Parties**".

MePA, requested bids for the sale and delivery of the Mobile Hopper (hereinafter "Materials") described in attached Appendix A. The offer submitted by Vendor (Bid Price) is accepted by MePA as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Appendices:

The following appendices are hereby incorporated into this Contract:

- Appendix A - Description of Materials, Supplies, Equipment and Bid Price
- Appendix B - Terms and Conditions
- Check if no appendices attached

B. Deliverables.

The Vendor agrees to provide the Materials as specifically described in Appendix A.

C. Time.

This Contract becomes effective on the date last signed below. The Vendor agrees to deliver the Materials on or before September 30st, 2019. This Contract expires on (*select either June 30 or Dec 31 more than 6 months after expected delivery*) December 31st, 2019.

D. Bid Price.

The Bid Price(s) offered by Vendor and accepted by MePA are as provided in Appendix A.

E. Payment Terms.

MePA will pay the Vendor net 30 days following the receipt of an acceptable invoice.

F. Amendment and Modification.

This Contract, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of the Parties.

G. Notice.

Any communications, requests or notices required or appropriate to be given under this Contract shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

CONTACT INFORMATION			
Vendor		MePA Contract Administrator	
Name:	Mike Gardner	Name:	Matthew Burns
Address:	15 Industrial Plaza Brewer, ME 04412	Address:	16 State House Station Augusta, ME 04333-0016
Phone No.# (207)	207-989-4560	Phone No.# (207)	592-3221
E-Mail Address:	mgardner@troyindustrial.com	E-Mail Address:	matthew.burns@maine.gov

H. Certifications.

By signing this Contract, the Vendor hereby certifies that to the best of its knowledge and belief:

1. All the statements, representations, covenants, and/or certifications required or set forth in Appendix B are accurate as of the date of this Contract.
2. It has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. It knows of no legal, contractual, or financial impediment to entering into this Contract.
4. The person signing below is legally authorized by the Vendor to sign this Contract on its behalf and to legally bind the Vendor to the terms of the Contract.

The Parties hereto have executed this Contract effective on the day and date last signed.

VENDOR



Mike Gardner, Territory Manager

MePA

Jonathan Nass, CEO

MARCH 29, 2019

Date

Date

*I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, and (e) is linked to data in such a manner that it is invalidated if the data are changed. 10 M.R.S.A. §9502, et seq.

APPENDIX A



15 Industrial Plaza 51 Northwestern Drive, Unit A
Brewer, ME 04412 Salem, NH 03079
p: (207) 989-4560 / f: (207) 989-4625 p: (603) 898-0270 / f: (603) 870-0966

February 28, 2019

Quote Number: 20180528WA-2

Maine Port Authority
C/O MPA
24 Child St
Augusta, ME 04333

Attn: Matthew Burns

Troy Industrial Solutions is pleased to offer the following quotation for your consideration:

Offer-

One lot of material and labor to fabricate, coat, and erect on site One Industrial Hopper per the Maine Port Authority Request for Quotation dated November 6, 2018, except as noted in the Deviations section below. The hopper will comply with the Technical Specification of the RFQ. The hopper shall have a 25' x 25' top opening with a 3' x 3' hydraulically actuated discharge clamshell gate. It shall accommodate 130 cubic yards of bulk material with a bulk density up to 120 PCF. Each of the four support column will be fitted with hydraulically retractable, free steering steel wheels to allow the hopper to be towed, when not in operation, on the pier or other suitable surfaces. (Alternatively, a universal lift trailer may be designed to accommodate your other existing hoppers) One onsite training session will be provided at the customer's convenience. Two eight hour days of onsite technical assistance will be included. Includes field erecting and assembly, stairs to booth platform, roof diverter shield at front, all aluminum attendant booth, and a corrosion resistant bin vibrator. Also includes miscellaneous items as described on "Scope Clarifications" below.

Lot Price: \$430,743.00

Terms-

On Approved Account: 25% down payment with order, 25% at drawing approval, 40% at completion and 10% at the determination of compliance. All net 30 days.

Delivery-

4 weeks for engineering and approval drawings, 2 weeks for customer approval, 16 weeks for detailed shop drawings and fabrication.

Scope clarifications:

- **Wheels or transport cart Will be with rubber tires**
- **One Top Wall will include the open cut-out side**
- **Coal Tar Epoxy Coating**
- **Pre made attendant cab all aluminum construction**
- **Electrical and hydraulic connections will be QD fittings.**
- **Contact switches are used (Not a PLC)**
- **Discharge gate – 3' square same as previously provided on other hoppers**
- **Leg loads – Loaded Hopper To be under 140,000lbs/per leg**
- **External outlets are provided on the legs**
- **Minimum pass through overhead dimension is 13'-6"**
- **Bin Vibrator is corrosion resistant coated**
- **3 phase 480V. available supply**
- **Will coordinate electrical install subcontractor with Sprague Energy for collaboration**
- **traffic light will be installed on the hopper.**
- **Sprague Energy will provide support for hopper erection. The crane and boom lifts will be available if need be. Troy will coordinate with Sprague on days when a ship is berthed so that there was no interference.**
- **Construction/Delivery/Erection timeline will be about 6 months ARO**
- **Matt Burns will handle invoicing and financial decisions on behalf of MDOT/MPA**
- **Technical questions will be directed at Jim, Bill, Blair and Eric with Matt in copy.**

Bidder-

Troy Belting/Industrial Solutions has been in business since 1862 and owned by the Smith family since 1948. Troy is based in Watervliet, NY. Troy Industrial Solutions acquired Lane Conveyors and Drive of Brewer, Maine in 2015. Lane and now Troy has been fabricating industrial conveyors and equipment for over forty years. The personnel at our fabrication facility in Brewer have remained largely unchanged during our addition into the Troy family. We have an average employee tenure of nearly twenty years, assuring material handling and fabrication expertise at all levels. We have worked for many industries including pulp and paper, wood processing, waste water treatment and power generation. The principals of Troy Industrial Solutions are: Owner and President, Jason Smith and Vice-President, Dave Barcomb.

Customers-

Sprague Energy- Newington, NH
Sprague Energy- Searsport, ME
General Electric- Bangor, ME
St. Croix Tissue- Baileyville, ME

Similar Hopper-

Troy Industrial Solutions has produced three similar hoppers that are in use at Sprague Energy in Searsport, Maine and two similar hoppers, less the clamshell gate, that are in use at Sprague Energy in Newington, New Hampshire.

Deviations-

- A. The hopper as quoted is assumed to be of similar construction to the hoppers referenced above; this results in the hopper exceeding the maximum specified weight. The estimated final weight of the hopper will be 100,000 to 110,000 pounds.
- B. Troy has produced five similarly sized hoppers in the last 15 years rather than the specified 10 years.
- C. Troy does not have a practicing PE on staff. Civil Engineering Services of Brewer and Saco, Maine will be subcontracted to fulfill all engineering related tasks and designs.

Technical Specifications-

The hopper shell will be fabricated from 3/8" thick A36 mild steel with structural tee reinforcing ribs. Support columns will be a minimum of W12 x 65 wide flange structural shapes. All platform grating will be serrated galvanized bar grating with appropriate bar sizes for the span and load. A single electrically powered hydraulic power unit will be used to actuate the clamshell gate and the retractable wheels. The power unit will be mounted to the hopper frame. The exterior of the hopper will be painted with Sherwin Williams Tar Guard Epoxy.

Reference List-

- Sprague Energy, Ted Reed (603) 430-7280
- Wheelabrator, Ray Ante (508) 791-8900 ext 13
- International Paper, Steve Moser (207) 745-4166

After Sales Services-

Troy Industrial Solutions is headquartered in Watervliet, NY and has sales offices in Ansonia, CT and Salem, NH. The fabrication facility is located in Brewer, Maine. The New York facility offers industrial belting, electric motor rebuilding and hydraulic component rebuilding services. Technical support for the hopper will be provided from the Brewer, Maine location. This location has two Project Managers with extensive knowledge of this type of hopper.

Warranty-

Troy Industrial Solutions will warranty all parts, materials and workmanship against defect for a period of one year from the date the hopper is installed and operational.

Recommended Spare Parts-

The recommended spare parts for the hopper will be-

- Clamshell gate hydraulic cylinder
- Hydraulic power unit motor
- Hydraulic power unit filter

Note: Pricing is based on present market value of materials. This price and delivery are valid for 60 days.

FOB: CIF Mack Point Marine Terminal, Searsport, Maine.

Submitted By;

Cc:102

Chris Pierce

APPENDIX B

TERMS AND CONDITIONS

A. CONTRACT

The Vendor shall deliver the equipment ordered in accordance with this Contract and governed by these Terms and Conditions.

B. INDEPENDENT CAPACITY

In providing the equipment under the Contract, the Vendor shall act independently and not as an agent of the State of Maine.

C. STATUS REPORTS

Prior to the start of work, the Vendor shall furnish MePA with a proposed progress schedule in MePA's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MePA.

Unless otherwise agreed upon by the Parties, during equipment assembly, the Vendor shall submit to MePA's Contact, a Monthly Status Report of accomplishments from the preceding period. The progress report shall be used to keep team members and MePA's Contact informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the specified period.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MePA to complete the project and avoid delays.
- d. The Vendor's action plan to remedy and address any non-conforming or unacceptable work submitted to MePA Contact.
- e. Document anticipated problems and possible solutions.

Failure to submit the required status report could result in non-payment of the invoice, or a determination for cause of default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the progress reports with written approval from MePA. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MePA shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MePA.

D. PAYMENT AND OTHER PROVISIONS

MePA anticipates paying the Vendor for goods and services received as set forth in this Contract, and receipt of accurate and acceptable invoices. Invoices will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Contract.

MePA reserves the right to pay for the equipment purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

E. WARRANTY

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from all defects discovered during the Warranty period. The Vendor’s obligation will be to repair or replace the equipment, or refund the purchase price. The decision whether to repair, replace, or refund the purchase price (including shipping) will be MePA’s sole decision, the options are defined as follows:

- a. Replacement will be with new equipment matching the specifications within this Contract.
- b. Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- c. All repair costs, including the cost of transporting the equipment, will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MePA the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MePA shall notify Vendor in writing of the breach and grant Vendor 14 days to cure the breach. Should Vendor fail to cure the breach, MePA may pursue whatever remedies may be available.

F. LIQUIDATED DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Contract, or beyond authorized extensions thereof, liquidated damages will be sustained associated with the following: rental cost of replacement equipment, repair or maintain costs for other equipment, additional labor costs, and other project delay costs, etc. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of two hundred dollars (\$20.00) per unit for each calendar day(s) delay in delivery.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

G. FORCE MAJEURE

The Vendor may be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in the Contract caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes,

labor disputes, and freight embargos, or other causes beyond his reasonable control, provided that the Vendor shall notify MePA's Contact in writing of the cause of delay within fifteen (5) days from the beginning of any such delay.

MePA shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. Vendor has the burden of proof that the delay was beyond its control.

H. INDEMNIFICATION

The Vendor agrees to indemnify, defend, and hold harmless MePA and its Officers, agents and employees from any and all claims, damages, debts, demands, suites, actions, reasonable attorney fees, court cost, arbitration or other disputed resolution costs, expenses and any liabilities of every kind or nature attributable to, resulting from or arising out of any negligent or intentional act, error, omission or breach of contract by the Vendor or its sub-contractor(s) in the performance and furnishing of services under the Contract.

This indemnification provision shall survive any termination or expiration of the Contract.

I. DEFAULT, TERMINATION OR SUSPENSION

Grounds for Default

The Vendor is in default of the Contract if it:

- a. Fails to promptly begin the work under the Contract after being authorized to proceed.
- b. Fails to perform the work with sufficient labor, equipment, or materials to assure the timely completion of the work.
- c. Fails to meet standards of performance as outlined in this Contract.
- d. Discontinues the performance of the work without MePA approval.
- e. Continues to perform work after receipt of instructions from MePA directing that work be stopped.
- f. Fails to resume work that has been suspended as required by the Contract.
- g. Becomes insolvent or is declared bankrupt or files for bankruptcy.
- h. Allows any final judgment to stand against the Vendor unsatisfied for a period of ten (10) days.
- i. Makes an assignment for the benefit of creditors without authorization by MePA.
- j. In any manner, fails to perform the work in Substantial Conformity with any material provision of the Contract.
- k. Fails to comply with these Terms and Conditions and all related Appendices.
- l. Failure to provide monthly Status Reports.
- m. Performs work or administers this Contract in a manner that jeopardizes Federal participation.
(Unless authorized by MePA)
- n. Shares Contract information without MePA's expressed written consent.
- o. Fails to observe and comply with applicable State and Federal laws.
- p. Fails to comply with the Warranty section of this Contract.

Notice of Default / Cure

Except as otherwise provided in these Terms and Conditions, upon the occurrence of a default, MePA will give a written Notice of Default to the Vendor and elect its remedies as set forth below. Any delay by MePA in providing a written Notice of Default shall in no way constitute a waiver by MePA of any provision of the Contract. If MePA determines the default is not curable, the Notice of Default shall also

include the date of termination.

Termination

MePA may, by written order to the Vendor, terminate the Contract as provided in this section.

Termination of the Contract or portion thereof shall not relieve the Vendor of its contractual responsibilities for the work completed prior to termination.

For Cause

MePA may terminate the Contract for cause due to the occurrence of one or more of the events of default set out in this section if the Vendor fails to affect a timely cure of all defaults identified in the Notice of Default within the fourteen (14) days from the date of the Notice (the "Cure Period").

MePA, in its sole discretion, may extend the Cure Period if the Vendor has initiated good faith efforts to cure said default(s) and requires a reasonable amount of additional time to complete the cure. If the Vendor fails to cure the default(s) specified in the Notice of Default within the Cure period or any extensions thereof, MePA may immediately terminate the Contract for cause by written Notice of Termination for Cause. In this event, any or all Vendor products are the sole property of MePA, and MePA may either enter into an agreement with another entity for the completion of the work, or use such other methods as in the opinion of MePA are required for the completion of the intent of the Contract in an acceptable and timely manner.

MePA shall pay for all accepted items of work performed prior to the date of termination at the prices determined by MePA. The Vendor shall make all related records available to MePA upon request regarding payment under this section. All costs and charges incurred by MePA, together with the cost of completing the work specified in the Contract, shall be deducted from amounts otherwise due the Vendor. If such expenses exceed the sum that would have been payable under the Contract, then the Vendor is liable and reimburse MePA the amount of such excess within 30 days of the delivery of a statement setting forth such expenses to the Vendor, as applicable.

If the Vendor files for bankruptcy at any time before expiration of the Contract, then the Vendor agrees, if requested by MePA and within 30 days of such request, to take all actions necessary or convenient to reject or accept the Contract under the executory contract provisions of the federal bankruptcy code. Upon termination for cause, MePA may, at its discretion, terminate the Contract.

For Convenience

MePA may terminate the Contract for convenience or for any reason that is in the best interest of MePA. Terminations for reasons beyond the control of the Vendor are terminations for convenience. MePA shall notify the Vendor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for Convenience, MePA shall pay the agreed upon prices for all accepted items of work as of the date of termination. In the event the Contract is terminated for reason other than indicated above, without completion of the services as specified in the Contract, the total cost of the work satisfactorily completed. The Vendor shall make all projects records available to MePA upon request regarding payment under this section. Acceptable materials, obtained by the Vendor for the equipment but which have not been incorporated therein, may at the option of MePA be purchased from the Vendor at actual cost and shall be delivered by the Vendor to a prescribed location or otherwise disposed of as mutually agreed.

After receipt of Notice of Termination for Convenience from MePA, the Vendor may also submit a written claim for additional damages or costs not covered above or elsewhere in the Contract to MePA's Contact within 60 sixty days of the effective termination date. Such claim may include such cost items as project investigative costs, legal and accounting charges involved in claim preparation,

Sub-consultant(s) costs not otherwise paid for if work is stopped in advance of termination date, and any other cost or damage item for which the Vendor believes reimbursement should be made. In no event, however, shall loss of anticipated profits be considered as part of any claim.

MePA shall respond in writing to such claim within 60 days of receipt.

J. DELIVERY AND ACCEPTANCE

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in this Contract.

- a. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- b. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- c. The Vendor will contact MePA's contact 24 hrs. prior to delivery with an estimated time of arrival.
- d. Units furnished under this Contract shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- e. When units are delivered, certificates or releases signed by MePA representatives are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Contract specifications.
- f. Upon delivery, such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Contract specifications.

Acceptance shall occur following final inspection by MePA and, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Contract.

K. RIGHT TO SUSPEND WORK

MePA has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

L. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Contract are reserved by MePA. The Vendor shall not copyright the material produced under the terms of the Contract without written approval by MePA, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Contract mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the Vendor. However, the Vendor agrees to and

does hereby grant to MePA and the United States Government an irrevocable, nonexclusive, nontransferable, and royalty fee license to use any such invention in the future on any project.

The Vendor shall indemnify and hold harmless MePA and any affected third party or political subdivision from all claims of infringement that arise from use of any patented or copyrighted items provided by the Vendor.

M. CLAIMS AND DISPUTES

General

To preserve any claim arising out of the Contract, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MePA shall continue to make payments in accordance with the Contract of amounts not in dispute.

Negotiation with MePA

The Vendor shall promptly notify MePA's contact, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MePA shall promptly negotiate in good faith to resolve the dispute. MePA will promptly issue a decision.

Review by Director

If the Vendor desires a review of MePA's decision, then the Vendor shall promptly request in writing that MePA's Chief Executive Officer review the decision. The Director or their designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

To resolve issues or disputes, the Vendor and MePA may mutually agree in writing at any time to any form of dispute resolution including mediation, facilitated negotiations, neutral case evaluation, arbitration, or litigation.

N. CONTROLLING LAWS

The Contract referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall keep itself informed of and comply with all applicable Federal and State laws, rules, regulations, orders, and decrees ("Law") affecting the work including all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. If required by Contract, the Vendor must also comply with applicable local law, ordinances, and regulations in any manner affecting the conduct of work as defined by the scope of work. The Vendor shall indemnify MePA and hold MePA harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

O. ENTIRE CONTRACT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

MePA and the Vendor including their partners, successors, executors, administrators and legal representatives (and to the extent permitted by the Contract, the assigns of MePA and Vendor) are hereby bound to each other, with respect to all covenants, agreements and obligations under the Contract.

Neither MePA nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Contract without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

- a. Unless expressly provided otherwise in the Contract:
 - i. Nothing in the Contract shall be construed to create, impose, or give rise to any duty owed by MePA or the Vendor, Vendor's sub-contractor/sub-contractor(s), supplier, other individual or entity for or employee of any of them.
 - ii. All duties and responsibilities undertaken pursuant to the Contract shall be for the sole and exclusive benefit of MePA and the Vendor and not for the benefit of any other party.
- b. No changes are to be made in the Contract unless they are in writing and agreed upon by both parties.

P. SEVERABILITY

The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

Q. NON-WAIVER

If MePA fails or refuses to enforce any provision in the Contract that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Contract.