

MA 18P 21092900000000000024
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/30/21

Expiration Date: 09/30/23

Master Agreement Description: Meteorological Forecasting Services

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

Reason For Modification: Extend with a 5% DOT approved price increase

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000000080

Vendor Name

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

Alias/DBA

Vendor Address Information

511 CONGRESS ST
SUITE 200
PORTLAND, ME 04101
US

Vendor Contact Information
JEROME WATTS
207-775-5401 ext. 2619
JEROME.WATTS@AMEC.COM

Commodity Information

Vendor Line #: 1
Vendor Name: WSP USA ENVIRONMENT & INFRASTRUCTURE INC.
Commodity Line #: 1
Commodity Code: 96188
Commodity Description: Weather Forecasting Services
Commodity Specifications:
Commodity Extended Description: Meteorological Forecasting Services.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	09/30/21	09/30/23
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Jaime C. Schorr

10/25/2022

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Signature

Date

Jaime C. Schorr, Chief Procurement Officer

and

WSP USA ENVIRONMENT & INFRASTRUCTURE INC

DocuSigned by:

Eric Gionet

11/1/2022

08E41E0A54E346A

Signature

Date

Eric Gionet, Director of Technology Integration

State of Maine – Department of Administrative and Financial Services
Division of Procurement Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 210929*024

Tel. (207) 624-7340

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Meteorological Forecasting Services

Contractor: WSP USA ENVIRONMENT & INFRASTRUCTURE INC

Mater Agreement Competitive Bid RFQ: 17A 210914-058

Contract Period Extended Through: September 30, 2023

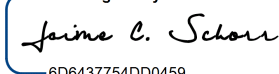
Extended Contract Pricing: 5% price increase based on contractor payroll increases. DOT approved.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 23,890

Agreement to extend Master Agreement 18P – 21092900000000000024 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:



6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

Date 10/25/2022

and

WSP USA ENVIRONMENT & INFRASTRUCTURE INC

DocuSigned by:



08E41E0A54F346A...

Eric Gionet, Director of Technology Integration

Date 11/1/2022

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – 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 RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input type="checkbox"/>	Other – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 210929-024

Commodity: Meteorological Forecasting Services

The State reserves the right to add other similar services or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted services or commodities from the vendor.

Master Agreement Competitive Bid RFQ: 17A 210914-058

Name Change: 2022 From Wood Environment & Infrastructure Solutions, Inc
To: WSP USA ENVIRONMENT & INFRASTRUCTURE INC

Contract Period: Through September 30, 2022. The State of Maine with vendor approval can opt to issue up to four (4) one (1) year extensions. ***First extension through September 30, 2023.***

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 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: Eric Gionet **Tel:** 902-220-6580 **Email:** eric.gionet@woodplc.com

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery. Contracted pricing will remain firm for the duration of the contract period.

Using Departments: The expected primary using department will be the MaineDOT however the contracted services can be utilized by any State of Maine Department or Agency. The description in the specifications describes MaineDOT's current operational needs. References to MaineDOT and MaineDOT employees implies State of Maine and State employees.

<u>Description</u>	<u>Billing Units</u>	<u>Units Price</u>
Ad-Hoc Consulting (For seasonal training and unforeseen support)	Per Hour	\$ 126
24/7/365 On-Call Meteorological Consultation	Per Month	\$ 11
ESS/RWIS Polling Setup	Per Station (one time)	\$ 630
Ongoing ESS/RWIS Polling	Per Station, Per Month	\$ 32
Web Portal and Mobile App, Including Snow Maps	Per Month	\$ 26
ESS/RWIS Forecasts	Per Station, Per Month	\$ 158
Local Area Forecasts (LAF)	Per Area, Per Month	\$ 158
Severe Weather Reports	Per Month	\$ 184
Pre-Storm Weather Briefings	Per Briefing	\$ 105

Specifications

Purpose

This is a contract for forecasting services for its maintenance operations. The services required are as follows:

- 24/7/365 Meteorologist Consultation and Support
- ESS/RWIS Polling
- Web Portal and Mobile App Access
- Forecasting Services

Background

MaineDOT is comprised of five geographic Regions across Maine, with its headquarters located in Augusta, Maine. Each Region has a regional office as well as several transportation maintenance facilities that are assigned to area-specific crews. There are nearly 50 crews statewide that address maintenance and operations on Maine's state and state-aid highways.

MaineDOT currently has seven (7) Road Weather Information Systems (RWIS), otherwise known as Environmental Sensor Stations (ESS). These RWIS are in various areas of the state and MaineDOT is actively working to expand its network. MaineDOT currently uses Vaisala Navigator to view our RWIS information, but a significant part of this RFQ is to have a meteorologist review this RWIS information and provide MaineDOT with road forecasts.

Scope of Services

General:

MaineDOT requires the following services in support of transportation management, covering all weather-related events throughout the winter season, from October 1st through April 30th.

Ad-Hoc Consulting

MaineDOT may require on-call consulting services from the vendor to address meteorological support and system training on an as-needed basis. These services will be specifically requested of the vendor by MaineDOT and paid for on an hourly basis.

24/7/365 Meteorologist Consultation and Support

The vendor shall provide MaineDOT operational staff with access to the same qualified meteorological consultants who developed the weather forecasts, 24 hours per day, 7 days per week, through a toll-free phone number, and through an email address that is monitored 24/7.

MaineDOT staff shall be able to reach a professional and knowledgeable forecaster with the road and weather conditions and forecasts for the region from which the user is calling and receive a timely response to their inquiries. This level of service is specifically important during adverse weather events.

ESS/RWIS Polling

Upon execution of the contract, the vendor shall establish electronic polling of the seven RWIS that are currently in use by MaineDOT. Such polling shall be in place to allow road forecasts by October 1, 2021. If contract award is less than three weeks prior to October 1st, a three-week time frame from the date of contract award shall govern as the service start date.

MaineDOT currently has two types of RWIS stations:

- 1 Vaisala station – The Vaisala station can be polled using NTCIP
- 6 Campbell Scientific stations – The Campbell stations can be polled using either NTCIP or LoggerNet

The vendor's system shall directly communicate with the sensors within the RWIS network stations and shall be polled at least once every 10 minutes. The data shall be made available via the weather website immediately.

The vendor shall monitor the sensors and notify MaineDOT if any sensors fail to provide reasonable data.

The Polling IP shall be provided to MaineDOT to be added to the state's comms whitelist for the sites.

Polled data and RWIS images shall be time stamped and stored for at least 12 months.

ESS/RWIS Polling Setup will be paid for on a one-time, fixed price basis, for each station.

Ongoing ESS/RWIS Polling for each station that is properly setup will be paid for on a monthly, per station, basis.

Web Portal and Mobile App

A map-based weather website and mobile app shall be provided and shall:

- 1) Function properly in Google Chrome, Internet Explorer and Microsoft Edge web browsers (website)
- 2) Function properly in both Android and IOS (mobile app)
- 3) Provide access accounts for up to 300 users. Such access may include users from other state agencies or contractors hired by MaineDOT for winter services. Access to the general public is not part of this contract.
- 4) Display and archive the data and use the data in the forecasting process.
- 5) Display the data on the web portal and mobile app.
- 6) Include a user-configurable web portal.
- 7) Display data on a GIS-based map showing typical level functionality (highways, rivers, town names, satellite views, etc).
- 8) Display the different observational parameters on the map. The data will be color-coded based on the severity of the observed data.
- 9) Display the following types of data and formats:
 - a. Display camera images, atmospheric data, surface, and subsurface data when available.
 - b. Color-coded temperatures (air, dewpoint, surface, subsurface) when around freezing.
 - c. Color-coded surface status.
 - d. Display precipitation accumulation intervals (1, 3, 6, 12, 24h)
 - e. Display precipitation rate and snowfall rate.
 - f. Display the latest 20 camera images
 - g. Display the observation superimposed on the forecast graphically with the ability to display certain parameters.
 - h. Display the observation and forecast in a tabular format.
 - i. Display monthly observation trend analysis.
 - j. Provide sites metadata.
 - k. Radar display (precipitation intensity and precipitation type).
 - l. Display NWS alerts geographically on the web portal with warning details.
 - m. Display of data from nearby weather stations.
 - n. Display all the camera images on one page.
- 10) Provide hourly snowfall accumulation forecast images for the State of Maine in 12-h, 24-h, and 48-h and displaying the department's plowing route on the image.
- 11) Provide graphical trend analysis charts.
- 12) Retrieve archive data (observation, camera images, forecast) from the web portal based on the user's desired date and time.
- 13) Display the data on the web portal and mobile app on a dynamic map.
- 14) Provide concise weather reports for transportation impactable events. The reports shall be issued 24-48 hours before the event and be comprised of text description and weather risk map
- 15) Be capable of issuing user-defined alerts based on:
 - a. Single or multiple parameters.
 - b. RWIS observation parameters
 - c. Nearby weather station parameters
 - d. Forecasts
 - e. Alerts to be issued when criteria or multiple criteria are met and when ended

Web Portal and Mobile App services, including snow maps, will be paid for on a monthly, fixed price, basis.

Forecasting Services

The vendor shall have qualified meteorologists provide the following forecasting services:

- 1) 8 Local Area Forecasts (LAF). The forecasts shall be comprised of:
 - a. Issued at least four times a day (e.g. 0300, 0900, 1500, 2100 ET).
 - b. 48-hr detailed forecast in increments of 3-hours or less
 - c. Day 3-5 outlook in 6-hour increments
 - d. Tabular and graphical format.
 - e. Emailed to the client in addition to being available on the web portal and mobile app.
 - f. Temperatures are color-coded near freezing.
 - g. Color-coded precipitation types and precipitation mixtures.
 - h. Liquid, Freezing rain, and Snow Rates
 - i. Liquid, Freezing rain, and snow accumulation
 - j. Probability of precipitation (%)
 - k. Visibility (mi)
 - l. Air temperature, dewpoint, RH, wind chill, cloud cover, wind direction, wind speed, and gust.
- 2) ESS/RWIS Road Forecasts shall be provided at each of the 7 RWIS locations and shall meet the following requirements:
 - a. Issued at least four times a day (e.g. 0300, 0900, 1500, 2100 ET).
 - b. 24-hr detailed forecast in hourly increments.
 - c. Tabular and graphical format.
 - d. Emailed to the client in addition to being available on the web portal and mobile app.
 - e. Color-coded pavement temperature near freezing, road condition, precipitation types, and precipitation mixtures.
 - f. Liquid, Freezing rain, and Snow Rates
 - g. Liquid, Freezing rain, and snow accumulation
 - h. Visibility (mi)
 - i. Air temperature, dewpoint, RH, wind chill, cloud cover, wind direction, wind speed, and gust.

Local Area Forecasting Services will be paid for on a monthly, per area, basis.

ESS/RWIS Forecasts will be paid for on a monthly, per station, basis.

Severe Weather Reports

The vendor shall provide Severe Weather Reports, consisting of a cover page and no more than one or two pages of details and graphics, whenever the on-duty meteorologist identifies approaching severe weather. The determination of severe weather shall be

consistent with the NWS criteria for the Gray and Caribou office areas. Severe Weather Reports shall be sent out to the list of recipients provided by MaineDOT and shall consist of a storm summary, timing, weather hazards, precipitation types, amounts and intensity rates. Maps shall also be included to convey areas of precipitation amounts and types. Severe Weather Reports will be paid for on a fixed price, per month, basis.

Pre-Storm Weather Briefings

MaineDOT shall be contacted to discuss the need for a Pre-Storm Weather Briefing. Upon agreement to proceed, the vendor shall send out a webinar invitation, 1 hour in length, to the same list of recipients provided by MaineDOT. This meeting request will typically be sent 15-36 hours before the event. Presentations will typically require 20 to 30 minutes of storm overview covering detailed weather descriptions, weather types, arrival times, accumulation, and impact durations across Maine and shall utilize a map of Maine, showing the forecast conditions, to clearly convey each message. A question and answer session shall be accommodated for the remainder of the webinar to allow attendees to get additional information and clarification. MaineDOT may also initiate a Pre-Storm Weather Briefing by contacting the vendor 24 hours in advance. Pre-Storm Weather Briefings will be paid for on a fixed price per authorized or requested briefing.

**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

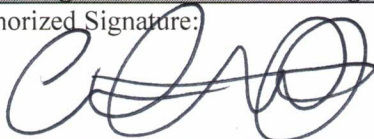
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Wood Environment & Infrastructure Solutions, Inc.		
Chief Executive - Name/Title:		
Tel: 770-360-0600	Fax:	E-mail:
Headquarters Street Address: 1105 Lakewood Parkway, Suite 300		
Headquarters City/State/Zip: Alpharetta, GA 30009		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Eric Gionet, Senior Project Manager, Associate		
Tel: 902-220-6580	Fax:	E-mail: eric.gionet@woodplc.com
Street Address: 511 Congress, Suite 200		
City/State/Zip: Portland, ME 04101		

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: Eric Gionet	Title: Senior Project Manager, Associate
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: <i>Sep 27, 2021</i>

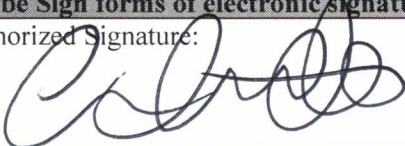
Debarment, Performance, and Non-Collusion Certification

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: Eric Gionet	Title: Senior Project Manager, Associate
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: Sep 27, 2021

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 210914-058
Meteorological Forecasting Services

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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

☐ Yes

☒ Yes, with conditions as follows: Forecasts and web portal access cannot be distributed to groups or to public or private entities without authorization from Wood. Any changes requested to the forecast, services, or web portal, would be subjected to a change fee.

☐ No

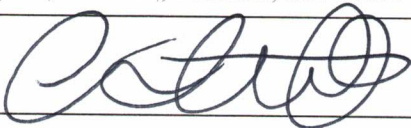
Name of Company:

Wood Environment & Infrastructure Solutions, Inc.

Address:

511 Congress, Unit 200, Portland, ME 04101

Signature:



Date:

Sep 27, 2021