



MASTER AGREEMENT CONTRACT

DATE: 6/5/2023

ADVANTAGE CONTRACT #: 18P 23051900000000000158

CONTRACTED GOODS and SERVICES: Roadside and Encampment Bio Hazzard Cleanup Services

The State reserves the right to add similar goods and services to the Master Agreement if it's in the State's best interest but does not obligate the State to purchase similar noncontracted goods and services from the contracted Vendor.

START DATE: 6/8/2023

END DATE: 5/31/2025

This Contract, is between the following Department of the State of Maine and Vendor:

State of Maine DEPARTMENT

Department of Administrative and Financial Services, Division of Procurement Services

Address: 111 Sewall Street, 4th Floor Burton Cross Office Building, SHS #9

City: Augusta **State:** ME **Zip Code:** 04333-0009

VENDOR

New England Trauma Services LLC

Address: 391 Oakland Street

City: Mansfield **State:** ME **Zip Code:** 02048

Vendor Customer #: VS0000026717

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.

Department of Administrative and Financial Services

New England Trauma Services LLC

DocuSigned by:
David Morris
2A644AF5681F482...

DocuSigned by:
Michael Wiseman
FA80FC80ED2B49B...

David Morris, Acting Chief Procurement Officer
Date 6/8/2023

Michael Wiseman, CEO / President
Date 6/8/2023

ACRONYMS/DEFINITIONS

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Contract	Formal and legal binding agreement
MA	Master Agreement Contract
Department	State of Maine Department of Administrative and Financial Services
State	State of Maine
RFQ	Request For Quote

Order of Information in this MA Contract
Acronyms / Definitions
Competitive Bid and Extension / Renewals
Procurement Services MA Manager
Vendor Point of Contact
Authorized MA User Information
Specifications / Scope of Services
Cost Schedule
Contaminated Material Disposal Process
Exposure Control Plan
Synthetic Opioid Training
Contract Terms and Conditions
Bid Cover Page
Debarment, Performance, and Non-Collusion Certification

COMPETITIVE BID AND EXTENSIONS/RENEWALS

Master Agreement Competitive Bid RFQ: 17A 230504-266

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- Initial Term
- First Renewal
- Second Renewal

PROCUREMENT SERVICES MA MANAGER

The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

Name: William Allen **Tel:** 207-624-7871 **Email:** wje.allen@maine.gov

VENDOR POINT OF CONTACT

Vendor Contact Person: The vendor contact person will help users 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: Cheryl Urbano **Tel:** 508-964-4900 **Email:** Cheryl@traumaservices.com

AUTHORIZED USER INFORMATION

State of Maine departments authorized to utilize this MA contract: All

Municipalities, political subdivisions and school districts in Maine:

- Are permitted to utilize this MA as written.

MA SPECIFICATIONS / SCOPE OF SERVICES

Provide roadside and encampment clean up and Biohazard removal, disposal services such as needles, syringes, and other miscellaneous Biohazards per state regulations, on an as needed basis.

Service Area: Statewide.

Multiple Master Agreement Coverage: If there is overlapping town coverage for awarded MA's, State agencies will need to get quotes from each contractor that can provide the service in the needed area. The decision to utilize a contracted vendor if there are multiple companies that can provide the service in a town will be based on lowest quote and if the service can be provided in the required timeframe.

Contaminated Disposal Responsibility: The Contractor will be responsible for the disposal of any contaminated material or clean-up waste and must provide documentation it was disposed of in a proper manner. After the clean-up has been performed, documentation that the contaminated material has been properly disposed of must be provided to the State of Maine.

The following licenses and documentation must be maintained for the duration of the contract period and extensions is offered:

- Biological, Medical Waste required to be transported by an EPA or DEP licensed medical waste hauler/transporter
- Employees be certified in Bloodborne Pathogens Level A Hazmat training
- Written exposure control plan for all employees in handling, storing, processing and disposal of potentially infection hazardous materials
- Documented PPE training and written protocol
- Documented drug and fentanyl exposure employee training
- Maintain a Certificate of Liability Insurance (COI) for general liability and disposal of bio-hazards listing MaineDOT as also insured (This will be required before award but does not need to be attached to the bid.) Minimum: \$1,000,000 Commercial General Liability, \$2,000,000 in Aggregate, \$1,000,000 Automotive

It is the responsibility of the awarded contractors to provide all current licenses, documentation and COI for the duration of the contracts.

- The contract will be suspended if required documentation expires and current documents are not provided before expiration.
- The contract will be terminated if the contractor does not furnish required documents upon request or if they expire twice without the vendor furnishing them without being requested.

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.



PRICING

Pricing Information: All listed pricing is guaranteed for first year.

Service Charge:		Rate:
Emergency Response/Set Up		\$295.00
After Hours/Holiday Emergency Response Set Up		\$395.00
Hourly Rates:		
Hourly Rates:	Description:	
Project Manager	Mon-Friday 8AM-5PM	\$145.00
Project Manager	After Hours/Holiday	\$175.00
Bio-Hazard Supervisor	Mon-Friday 8AM-5PM	\$100.00
Bio-Hazard Supervisor	After Hours/Holiday	\$125.00
Bio-Hazard Technician	Mon-Friday 8AM-5PM	\$90.00
Bio-Hazard Technician	After Hours/Holiday	\$115.00
Hazmat Supervisor	Fentanyl/COVID-19	\$125.00
Hazmat Technician	Fentanyl/COVID-19	\$115.00
Supplies:		
Bio-Hazard Box	3.4 Cubic Ft – Disposal Included	\$100.00
Medication Bio Box 3.4 Cubic Ft. - Disposal Included	3.4 Cubic Ft- Disposal Included	\$190.00
Sharps Container 3.4 Cubic Ft – Disposal Included	3.4 Cubic Ft- Disposal Included	\$100.00
Van Load	Disposal (Non-Bio Debris)	\$250.00
30 Yard Dumpster	Rental and Disposal (Non-Bio Debris)	\$750.00
Large Item Disposal	Ex. Mattress	\$125.00
Trash Bag	Per Unit	\$0.38
Mattress Bag Per Unit	Per Unit	\$14.88
Sawzall Blade Per Unit	Per Unit	\$19.97
Chain Saw Blade	Per Unit	\$33.00
Plywood (Ex. 4'x8'x1/4")	Per Unit	\$54.00

Wood Studs (2"x4"x8')	Per Unit	\$9.95
Duct Tape Roll	Per Roll	\$5.75
Ice Melt Bag	Per Bag	\$10.98
Salt by Yard	Per Yard	\$150.00
Bioesque Botanical Disinfectant	Per Gallon	\$33.95
Benefect Disinfectant/Degreaser	Per Gallon	\$29.95
Dahlgren Neutralizing Solution	Per Bag (Fentanyl Neutralizing Agent)	\$198.75
Hydrogen Peroxide Spray Bottle	Each	\$3.95
Shockwave	Per Gallon	\$27.95
Liquid Alive	Each	\$16.95
Spray Disinfectant	15 Ounces	\$21.95
Scent Crystals	Per Container (8lbs)	\$88.95
Odor Bomb	Each	\$11.95
9D9	Per Gallon	\$26.85
Scent Fogger	Per Gallon	\$68.75
Glass Cleaner	Per Gallon	\$22.00
Floor Cleaner	Per Gallon	\$32.00
Paper Towels	Per Roll	\$1.50
Mop Heads	Each	\$16.88
Wire Brush	Each	\$7.88
Scouring Pad	Each	\$3.75
Sponge	Each	\$5.89
6 Mil Plastic (Clear)	Per Roll	\$35.00
6 Mil Plastic (Black)	Per Roll	\$35.00
Zip Poles	Each	\$12.00
Peel and Seal Zipper	Each	\$4.00
Duct Tape	Per Roll	\$5.75
Blue Tape	Per Roll	\$4.00
Floor Paper	Per Roll	\$38.00
Painters Plastic	Per Roll	\$25.00
Packing Tape	Per Roll	\$5.95
Packing Box	Each	\$5.75
Bug Bomb	Each	\$9.95
Bed Bug Spray	Each	\$16.95
HEPA Filter	For Air Scrubber/Each	\$250.00
Pre-Filter	For Air Scrubber/Each	\$22.00
Vacuum Bag	Each	\$8.00
Vacuum Filter	Each	\$7.00
HEPA Vacuum Filter	Each	\$25.00
5in1 Blade	Each	\$8.00
Razor Blade	Each	\$4.75

Floor Scrapper Blade	Each	\$8.00
Roto Zip Bit	Each	\$26.00
Sawz All Blade	Pack of 5	\$33.00
Deck Brush	Each	\$21.00
Broom	Each	\$12.88
Disposal Paint Brush	Each	\$8.88
Roller Cover	Each	\$2.25
Paint Tray	Each	\$2.45
Diesel	Per Gallon – Machinery Fuel Cost is dependent on local rate at time of service.	\$0.00
Gas	Per Gallon – Machinery Fuel Cost is dependent on local rate at time of service.	\$0.00
OZONE Machine	Small OZONE (Per Day)	\$50.00
OZONE Machine	Large OZONE (Per Day)	\$75.00
Thermo Fogger	Per Day	\$75.00
Electrostatic Fogger	Per Day	\$85.00
ULV Fogger	Per Day	\$85.00
Air Scrubber	Small (Per Day)	\$45.00
Air Scrubber	Large (Per Day)	\$45.00
Generator	Per Day – Fuel Not Included	\$45.00
Paint Sealant	Per Gallon – Wood Surface	\$31.50
Paint Sealant	Per Gallon – Concrete Surface	\$34.50
Photo Documentation/Video Tape		\$0.00
Personal Protective Equipment Per Unit: (Unit Includes: TB Rated Surgical Mask/Full Face Respirator, Chemical Resistant Gloves (Double Gloved) Splash Goggles/Full Face Respirator, Disposable Rubber Boots, Tyvek Hat and Head Band)		\$95.00
Machinery:		
Bob Cat Rental Per Day	Rental Per Day – Fuel Not Included	\$275.00
Generator Rental Per Day	Rental Per Day – Fuel Not Included	\$45.00

Dump Sander Rental Per Day	Rental Per Day	\$125.00
Chain Saw Rental Per Day	Rental Per Day – Fuel Not Included	\$35.00
Power Wash Rental Per Day	Rental Per Day – Fuel Not Included	\$45.00
Misc.:		
5in1 Blade	Per Blade	\$8.00
Razor Blade	Per Blade	\$4.75
Roto Zip Bit	Per Blade	\$26.00
Broom	Each	\$12.88

Above prices and rates are guarantee for the first year of service.

Services Include but are not limited to: - Blood Clean-Ups - Unattended Deaths - Medical Incidents - Needles - Sharps Kiosks - Container Disposal - Meth/Drug Labs/Fentanyl - C-Diff - MRSA – COVID19 - Hoarding/Squalor - Homeless Encampments – Odor - Animal/Human Waste - Bed Bugs/Scabies - Infectious Disease - Norovirus

Our Trauma Services remediation team will respond 24 hours a day, 365 days a year.

If you have any further questions, please reach out to our office directly at 888-648-7262.



Attention: State of Maine

Contaminated Material Disposal Process: All medical waste will be separated from traditional waste at the point of origin, and placed (except for sharp objects) in double, disposable red bags with "Biohazard" and "Infectious Waste" labels. All bags will be placed into a 3.4 cubic foot corrugated, cardboard, biohazard labelled infectious waste container. All 'sharps' such as needles, tools, razor blades or broken glass will be placed in a puncture-proof, leak-proof, labelled or colour coded container, distinctly labelled for proper disposal. All infectious waste will be then places sin a leak-roof bin or barrel, marked "Biohazard" or "Infectious Waste." These containers will then be transported back to our facility where our warehouse manager will then verify that all containers received are clearly labelled as to the contents, note that the appropriate hazard warnings are distinguished, and list the manufacturers name and address. Upon completion all waste will be collected by a licensed infectious-waste removal company.

All biological matter that is cleaned and removed by Trauma Services is transported by: New England MedWaste, 30 Log Bridge Rd, Middleton, MA, 01949 Contact: 800-611-4930

If you have any further questions, please contact our office at 888.648.7262



EXPOSURE CONTROL PLAN – 2023

Exposure Control Plan:

Trauma Services has established this written exposure control-plan, in accordance with OSHA Standard 29 CFR 1910.1030, for all employees who handle, store, use, process or dispose of potentially infected blood and blood products. This program includes:

- Requirements for Personal Protective Equipment (PPE)
- Engineering Controls
- Cleaning Procedures
- Training
- Exposure Reporting
- Record Keeping

Responsibilities:

Kerry Delano will manage the bloodborne pathogens exposure control program and maintain all records pertaining to it. She will be responsible for ensuring that all medical actions required are performed. Trauma Services management staff will ensure proper adherence to the program. The exposure-control plan will be reviews and updated at least manually. The review process will include soliticitating input from non-managerial employees.

Contact:

Kerry Delano

Vice President of Business Development

Mobile: 508-733-2726

Office: 508-964-4900

E-Mail: kdelano@traumaservices.com

Michael Wiseman will maintain and provide all necessary personal protective equipment, engineering controls (e.g., sharps containers), labels, and red bags as required by the standard. This individual will ensure that adequate supplies are available.

Contact:

Michael Wiseman

CEO

Mobile: 508-400-1869

Office: 508-964-4900

E-Mail: mikewise@traumaservices.com

Definitions:

Biological Hazard: Any viable infectious agent that presents a potential risk to human health.

Bloodborne Pathogens: Microorganisms that can cause diseases such as human immunodeficiency virus (HIV), which are spread through contact with infected blood or blood products.

Medical Waste/Infectious Wastes: Blood, blood products, bodily fluids, any waste from human and animal tissues, tissue and cell cultures; human or animal body parts removed by means of surgery or autopsy.

Universal Precautions: Preventing exposure to bloodborne pathogens by assuming all blood and bodily fluids to be potentially infectious and taking appropriate protective measures.

Engineering Controls: Specifically isolate or remove a hazard, such as bloodborne pathogen hazard, from the workplace. Engineering controls prevent or minimize exposure to bloodborne pathogens during job duties. Examples include sharps disposal containers, needle devices, biohazard containers/safety rooms.

- The specific engineering controls used at Trauma Services are sharps containers, specified biohazard containers/waste areas, PPE, proper disinfectants.

- Sharps disposal containers are maintained and replaced by New England MEDWASTE.

Training:

Trauma Services will provide training on blood borne pathogen exposure, by a qualified professional, to any employee who's assigned to job duties that include HAZMAT response or biohazard scene clean-up. All employees in affected jobs will receive training upon hiring, and yearly thereafter.

The training will include:

- Company Policy
- Types of transmission of bloodborne pathogens
- General Safety Rules
- Universal Precautions
- Use of Personal Protective Equipment
- Medical Waste Disposal Procedures and Signs/Labels
- Post-Exposure Treatment and Procedures
- HBV Vaccinations

General Work Procedures:

Trauma Services personnel must follow these procedures for controlling exposure to bloodborne pathogens:

- Supervisors must ensure that their employees are trained in proper work practices, universal precautions, the use of personal protective equipment, and proper cleanup and disposal techniques.
 - Engineering controls will be examined and maintained on a regular schedule to ensure their effectiveness.
 - The company will provide resuscitation equipment and other ventilation equipment to eliminate the need for direct mouth-to-mouth contact for employees whose jobs would require them to perform resuscitation.
 - Do not eat, drink, smoke, handle contact lenses or apply cosmetics in areas where exposure to bloodborne pathogens is possible. Do not store food and drinks in refrigerators or cabinets where blood and other potentially infectious materials are stored.
- Wear the proper disposable latex or nitrile gloves if you:
1. Have cuts, abrasions, chapped hands, dermatitis or similar conditions;
 2. Are cleaning a scene with an open skin wound and active bleeding;
 3. Are handling blood, blood products or body secretions.
- Wear proper personal protective equipment. There is always a possibility that bodily fluids could splash on an employee.
1. N95 or Full-Face Respirator
 2. Level C A60 Suit or Level B Chemical Suit
 3. 6 mil Nitrile Glove
 4. 15 mil Latex Glove
 5. 30 mil Chemical Glove
 6. Shoe Covers (Booties)
 7. Safety Glasses
- Perform procedures involving blood and other potentially infectious materials in such a manner that will minimize splashing or spraying.
- Wear protective clothing if entering a work area where potentially infectious materials are handled.
- Wash your hands as soon as possible after handling potentially infectious materials, and after removing protective clothing and equipment.
- Remove all protective equipment when leaving the work area and, if the equipment is contaminated, place it in a proper storage container for washing, decontamination or disposal.
- Remove contaminated clothing before entering other areas of the building or leaving the building.

Medical Wastes:

- Separate all medical/infectious waste from other waste at the point of origin, and place (except or sharp objects) in double, disposable red bags with “Biohazard” and “Infectious Waste” labels. Place bags in corrugated, cardboard, biohazard labelled infectious waste container.
- Place all ‘sharps,’ such as needles, tools, razor blades or broken glass, in puncture-proof, leakproof, labelled or color-coded containers for proper disposal. Place all infectious waste in leak-proof bins or barrels marked “Biohazard” and “Infectious Waste.” These will be collected by a licensed infectious-waste removal company.
- Disinfect contaminated reusable equipment before washing for re-use. Decontaminate reusable glassware in a hydrogen peroxide solution before rinsing and acid washing; then sterilize the glassware in an autoclave. Decontaminate floors and other surfaces with a hydrogen-peroxide solution as well.
- If clothing is contaminated with blood or bodily fluids the clothing will be disposed of in the proper medical waste containers. It will never be washed in a residential washer/dryer.

Engineering Controls:

Changes in technology that eliminate or reduce exposure to bloodborne pathogens will be incorporated when identified. Consideration and implementation of appropriate, commercially available, effective and safer medical devices are documented annually.

Hepatitis B (HBV) Vaccinations:

Trauma Services will provide, at its own expense, hepatitis B vaccinations to employees covered under this program and who choose to be vaccinated. The company will document that it offered the vaccine, as well as the employees’ decision to accept or decline and the date of vaccination.

Reporting:

Any employee who has suffered a cut, needle stick or mucous membrane exposure to another person’s bodily fluids, or who has been exposed to human blood and blood products, must report the incident immediately to the company’s safety director. An employee covered under this program, or an employee acting as a “Good Samaritan,” who has been exposed on the job to HIV, HAV, HBV or HCV will be tested at the time of exposure to determine if the virus has been transmitted. *The employee will be re-tested at six weeks, 12 weeks and six months after exposure.*

All testing will be performed at company expense. The company will also contact the exposure source and request that that person to be tested, at company expense. The testing for this person is not mandatory, however, and refusal will not affect his or her employment. Test results will be provided to source and exposed employees within five business days of their receipt. Confidentiality will be maintained for both the exposed employee and the exposure source during all phases of the post-exposure program.

Kerry Delano will review the circumstances of all exposure incidents to determine:

- Engineering controls used at the time
- Work practices followed?
- Description of device being used
- PPE worn at time of exposure

- Location of incident
- Employee's training

Recordkeeping:

Trauma Services will maintain all exposure reports, training and HBV vaccination records. OSHA requires that records be kept for the duration of employment, plus 30 years, except training records which must be kept for 3 years. Hepatitis B or HIV contracted on the job will be recorded on the OSHA 300 log as an illness. Exposure to bloodborne pathogens from contact with 'sharps' will be recorded on the OSHA 300 log if a doctor prescribes treatment with gamma globulin, HBV immune globulin or HBV vaccine.

The following job classifications and employees of Trauma Services are covered by OSHA's Bloodborne Pathogens Standard:

- Supervisor Technicians
- Technicians
- Marketing Personnel
- Operations
- Management
- Office Personnel
- Warehouse Staff

12292022 Synthetic Opioid Training Class for Trauma Services

On 12292022, I conducted a class for Trauma Services on Synthetic Opioids. This class covered the identification of Fentanyl, Fentanyl analogues , synthetic opioids, and unknown powders. Discussed in this class was hazards associated with these items and how to safely identify and mitigate these hazards. This period of instruction also covered the proper personal protection equipment (PPE) , and respiratory protection to assess , process and mitigate hazards associated with these powders.

This class also covered proper decontamination procedures for personal, and equipment utilizing such items such Dahlgren Decon solution and the proper and safe remediation of these hazardous scenes.

If I can be of further assistance, please contact me at the below information.

Respectfully

Michael Cashman 603 765 3752

K34usmc@gmail.com

TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including 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 by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS**. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any

sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or

financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of

the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.
20. 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.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions
Rider B Terms and Conditions
Rider A Scope of Work
Payment Rider
Rider D Included at Department's Discretion
Rider E Included at Department's Discretion
Rider F Included at Department's Discretion
Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation 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.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or

remedy under the Contract or at law.

25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- 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.

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

BID COVER PAGE

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

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:

- d. 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.*
- e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - vii. 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*
 - viii. 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.**
- f. 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:	Title:
Authorized Signature:	Date: