



## MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24051600000000000134	
COMMODITY/SERVICE DESCRIPTION: Repair & Preventative Maintenance, Light & Heavy-Duty Vehicles	
START DATE: 5/20/2024	END DATE: 5/31/2026

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009
PROVIDER		
PROVIDER NAME: IMPACT AUTO INC		
ADDRESS: 90 HOULTON RD		
CITY: PRESQUE ISLE	STATE: ME	ZIP CODE: 04769
PROVIDER'S VENDOR CUSTOMER #: VC0000265646		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

DocuSigned by:  
  
 066BBD96EE5347E...

Michelle Fournier, Procurement Planning  
 Manager

Date 7/8/2025

Signed by:  
  
 A97D224770DD4CD...

Brent Willette, President

Date 7/1/2025

*The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.*

**DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD**

PROCUREMENT SERVICES MA MANGER: 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: Martha Verhille	
EMAIL: <a href="mailto:Martha.A.Verhille@maine.gov">Martha.A.Verhille@maine.gov</a>	TELEPHONE: 207-624-9842

Augusta Store PROVIDER CONTACT: The Provider contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the Provider contact person. The Provider contact person for this MA is:

NAME: Steven Robertson	
EMAIL: <a href="mailto:impactautoinc@outlook.com">impactautoinc@outlook.com</a>	TELEPHONE: 207-760-9399

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**Master Agreement (MA) procurement method:** RFP 202311222

<b>TABLE OF RIDERS</b>
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The following riders are hereby incorporated into this Contract and made part of it by reference.	
<input checked="" type="checkbox"/>	RIDER A – Specifications / Scope of Services / Rates
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification

**RIDER A: SPECIFICATIONS AND USER INFORMATION****TABLE OF CONTENTS**

- I. CONTRACT PERIOD
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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

**I. CONTRACT PERIOD:**

Start 5/20/2024 through 5/31/2026

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

- ☐ Initial Term
- ☒ First Renewal
- ☐ Second Renewal

**II. COMMODITY:** Repair & Preventative Maintenance, Light & Heavy-Duty Vehicles

The State reserves the right to add other similar items 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 items or commodities from the selected bidder.

**III. AMENDMENTS TO SPECIFICATIONS**

None

**IV. SPECIFICATIONS****Scope of Services**

Maintenance and Repair Work of Light and Heavy-Duty Vehicles and Equipment on as needed basis. This work will augment the repairs and maintenance work MaineDOT performs in-house.

**Requirements**

1. Provider must be a fully established company and supply qualified supervision, technician labor, hand tools and equipment, and any specialized diagnostic software necessary in order to perform and execute the work described in this RFP. Provider

staff must be certified in the following areas, including but not limited to:

- i. State of Maine Vehicle Inspection
  - ii. ASE Master Medium/Heavy Truck Technician/Advanced Level Specialist
  - iii. Section 609 Refrigerant Handling and Recycling Procedures
2. Provider shall be required to utilize specialized diagnostic software and electronic Manuals.
  - i. Bendix
  - ii. International Engines
  - iii. Cummins Engines
  - iv. Detroit Engines
  - v. Allison Transmissions
  - vi. Meritor Wabco Software
  - vii. Freightliner Diagnostic Software
  - viii. Navistar Diagnostic Software
  - ix. Mack Diagnostic Software
  - x. Volvo Diagnostic Software
  - xi. Ford Diagnostic Software
  - xii. General Motors Diagnostic Software
  - xiii. John Deere Diagnostic Software
  - xiv. Case Diagnostic Software
  - xv. Caterpillar Diagnostic Software
3. Provider's staff must possess capabilities to work on single or multiple manufacturer equipment utilized by MaineDOT.
4. Provider must provide qualified/certified technicians and necessary personnel to provide efficient and effective repairs on MaineDOT equipment at their facility.
5. Provider may be asked to perform preventive maintenance following MaineDOT's preventive maintenance equipment check list. See Attachment 1 – Equipment Checklist Sample.
6. Provider may be asked in an emergency/warranty services to tow equipment back to their facility.
7. Provider must provide sufficient staff during winter hours and emergency operations to keep MaineDOT's equipment in proper working order.
8. MaineDOT desires "Single Source of Responsibility" Provider. Provider are assumed to have subcontractor relationships with all organizations and individuals who are external to the Provider and who are involved in providing or delivering the products/services being proposed. Provider assumes all responsibility for the products/ services and actions of any such Subcontractor.
9. MaineDOT operators will be responsible for delivering vehicles and equipment to the Provider facility for scheduled services.
10. Parts must be supplied by the Provider or its designated Providers.
11. MaineDOT requires Provider to obtain authorization to proceed for any and all

necessary repairs, identified as necessary during the performance of routine maintenance. Such repairs shall be described and communicated by telephone or email, along with the written estimated cost of the repairs to the Transportation Crew Supervisor or Designee, prior to beginning the repairs. MaineDOT must approve the repair(s) prior to such repair work being performed.

12. During inclement weather, MaineDOT requires the Provider to prioritize any service repairs communicated by the Transportation Crew Supervisor or Designee that are essential in keeping main highways clear.
13. Provider will be required to coordinate with MaineDOT's representatives to schedule routine or extended maintenance, repairs, and inspections. Provider must obtain permission prior to beginning any work beyond the work considered routine maintenance, such as extended service work or repairs to vehicles which are recommended due to problems found during the inspection or routine maintenance process.
14. Provider must communicate with Transportation Crew Supervisor or Designee when approved work is being delayed, which includes reason service will not be accomplished as scheduled. If at any time the Provider cannot perform the service agreed upon in a timely manner, that must be communicated.
15. Provider must warranty all repair labor for no less than ninety (90) days for workmanship, from the original date the work was performed.
16. Provider must warranty all parts used for the repair work for no less than ninety (90) days from the original date the work was performed.
17. Provider must have readily available access to OEM parts either stocked in-house or from outside source(s).
18. Provider must be fully insured with Commercial General Liability, Auto and Worker's Compensation Insurance with minimum aggregate coverage of \$2,000,000.00. MaineDOT shall also be listed as an Additional Insured as well as the Certificate Holder.

**Provider is certified to work on the following equipment:**

**Heavy and Light Duty Vehicles**

- ☒ **Ford**
- ☒ **Freightliner**
- ☒ **General Motors**
- ☒ **International**
- ☒ **Mack**
- ☒ **Volvo**

**Backhoes and Loaders**

- ☒ **Case**
- ☒ **Caterpillar**
- ☒ **John Deere**

**Brush Chippers**

- ☒ **Altec Industries**
- ☒ **Bandit Industries**
- ☒ **Morbark**
- ☒ **Northeast Implement**
- ☒ **Salsco, Inc.**

**Mowers**

- ☒ **John Deere**
- ☒ **Kut-Mor**
- ☒ **Maschio**
- ☒ **Moridge**
- ☒ **Tiger**
- ☒ **Toro Mfg.**

**Brooms, Snow-Plow Gear and Sweepers**

- ☒ **M-B Companies**
- ☒ **Paladin**
- ☒ **Sweepster, Inc.**
- ☒ **Wausau Everest LP**

**Trailer Equipment**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>Addco</b>                | <input checked="" type="checkbox"/> <b>Magnum</b>               |
| <input checked="" type="checkbox"/> <b>All Traffic Solution</b> | <input checked="" type="checkbox"/> <b>Mark Line Industries</b> |

<input checked="" type="checkbox"/> <b>Bergkamp</b>	<input checked="" type="checkbox"/> <b>Multiquip</b>
<input checked="" type="checkbox"/> <b>C&amp;B Custom Modular</b>	<input checked="" type="checkbox"/> <b>R C Flagman Inc.</b>
<input checked="" type="checkbox"/> <b>Car Mate Trailer Inc.</b>	<input checked="" type="checkbox"/> <b>Ray-Tech Infrared</b>
<input checked="" type="checkbox"/> <b>Carry-On Trailer Co.</b>	<input checked="" type="checkbox"/> <b>Spaulding Inc.</b>
<input checked="" type="checkbox"/> <b>Doosan</b>	<input checked="" type="checkbox"/> <b>Terex</b>
<input checked="" type="checkbox"/> <b>Falcon Road Maintenance</b>	<input checked="" type="checkbox"/> <b>Trafcon</b>
<input checked="" type="checkbox"/> <b>Harvey Trailers</b>	<input checked="" type="checkbox"/> <b>Ver-Mac</b>
<input checked="" type="checkbox"/> <b>Horizon Signals</b>	<input checked="" type="checkbox"/> <b>Wacker Neuson</b>
<input checked="" type="checkbox"/> <b>Ingersoll-Rand</b>	<input checked="" type="checkbox"/> <b>Wanco</b>
<input checked="" type="checkbox"/> <b>Intellistrobe</b>	<input checked="" type="checkbox"/> <b>Wells Cargo Inc.</b>
<input checked="" type="checkbox"/> <b>Interstate Trailer</b>	<input checked="" type="checkbox"/> <b>Williams Scotsman Inc.</b>
	<b>Trailers</b>
<input checked="" type="checkbox"/> <b>Alcom LLC</b>	<input checked="" type="checkbox"/> <b>JLG</b>
<input checked="" type="checkbox"/> <b>C&amp;B Custom Modular</b>	<input checked="" type="checkbox"/> <b>Karavan</b>
<input checked="" type="checkbox"/> <b>CAM</b>	<input checked="" type="checkbox"/> <b>Kraftsman</b>
<input checked="" type="checkbox"/> <b>Cargo Mate</b>	<input checked="" type="checkbox"/> <b>Montana Tank</b>
<input checked="" type="checkbox"/> <b>Carry-On Trailer Co.</b>	<input checked="" type="checkbox"/> <b>NBay</b>
<input checked="" type="checkbox"/> <b>Cheetah</b>	<input checked="" type="checkbox"/> <b>NEMS</b>
<input checked="" type="checkbox"/> <b>Coastal Metal Fab</b>	<input checked="" type="checkbox"/> <b>On-The-Road Inc.</b>
<input checked="" type="checkbox"/> <b>Custom Trailer USA</b>	<input checked="" type="checkbox"/> <b>P J Manufacturing</b>
<input checked="" type="checkbox"/> <b>Demco</b>	<input checked="" type="checkbox"/> <b>Stealth</b>
<input checked="" type="checkbox"/> <b>Downeaster</b>	<input checked="" type="checkbox"/> <b>Terex</b>
<input checked="" type="checkbox"/> <b>E Z Load</b>	<input checked="" type="checkbox"/> <b>Towmaster</b>
<input checked="" type="checkbox"/> <b>Entyre</b>	<input checked="" type="checkbox"/> <b>Trail-Eze</b>
<input checked="" type="checkbox"/> <b>Forest River Inc.</b>	<input checked="" type="checkbox"/> <b>Trailmobile</b>

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Great Dane Trailers</b> | <input checked="" type="checkbox"/> <b>Vanco</b>            |
| <input checked="" type="checkbox"/> <b>Interstate Trailer</b>  | <input checked="" type="checkbox"/> <b>Wells Cargo Inc.</b> |

**Additional Certifications**

- Employs Technicians with ASE Master Medium/Heavy truck Technicians/Advanced Level Specialist Certifications
- Holds a valid United States EPS Federal Clean Air Act Section 609 Refrigerant Handling and Recycling Certification
- Hold a Valid State of Maine Inspection Station
- Holds a Valid Inspection Technician Licenses

**Available Additional Services**

- Towing
- 24/7 Emergency Services

**V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

Extension at rates in Competitive Bid RFP: 202311222

**VI. CONTRACTED PRICING/RATES****Regular Hourly Labor Rates**

Initial Term: \$150/hr emergency road service - \$175/hr closed and holiday hrs

First Renewal: \$158/hr emergency road service - \$185/hr closed and holiday hrs

Second Renewal: \$166/hr emergency road service - \$195/ closed and Holiday hrs

**Percentage Discount off Price for Parts**

The Provider does not offer a discount.

**VII. AUTHORIZED USERS:**

**State of Maine Departments authorized to utilize this MA contract:**

All State of Maine Departments, Agencies

**Municipalities, political subdivisions, and school districts in Maine:**

☒ Are NOT permitted to utilize this MA.

## VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

### RIDER B: 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.  
  
All invoices must include the following:
  - A. Advantage Contract numbers for this contract.
  - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
  - C. 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.
  - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are 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 their 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. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They 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 Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

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 the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies 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, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

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, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- 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, etc.) 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. 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. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. **NON-COLLUSION.** 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 of this Contract.

And, the Provider has 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **ACCESS TO RECORDS.** As a condition of accepting a 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.

**13. TERMINATION.** The performance of work under this 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 affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar 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 within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

**14. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

**15. 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 the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

**16. 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.

**17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the

performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

**18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

**19. INSURANCE REQUIREMENT.** 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.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
  - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
  - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of 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 State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

**21. 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.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this

Contract, the Order of Precedence shall be:

Rider C Exceptions  
Rider B Terms and Conditions  
Rider A Scope of Work  
Funding 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

- 23. 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, pandemic 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.
- 24. 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 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.
- 25. 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.
- 26. 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.

**27. DEBARMENT AND PERFORMANCE 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.

**28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

**30. CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term

“confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

**31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

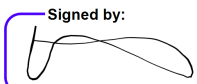
**RIDER D: RESPONSIBLE BIDDER CERTIFICATION**

*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:*
  - 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.*
- 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: Brett Willette	Title: president
Authorized Signature:  <small>Signed by:</small>	Date: 7/1/2025