



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 23120700000000000061	
COMMODITY/SERVICE DESCRIPTION: Prime Food Vendor Services	
START DATE: 3/1/2024	END DATE: 2/28/2027

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 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: SYSCO Food Service of Northern New England		
ADDRESS: PO Box 414535		
CITY: Boston	STATE: MA	ZIP CODE: 02241-4535
PROVIDER'S VENDOR CUSTOMER #: VC1000088491		

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

Department Representative:

Provider Representative:

Signed by:

 066BBD96EE5347F...

Signed by:

 6C18B4B7EEDF468

Michelle Knox, Senior Procurement Manager
 Date 5/7/2026

Kate Stewart, Regional V.P. of Finance/C.F.O
 Date 5/7/2026

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
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PROCUREMENT SERVICES Master Agreement (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: Justin Franzose, Procurement Analyst II	
EMAIL: Justin.Franzose@maine.gov	TELEPHONE: 207-624-7337

VENDOR CONTACT: The vendor contact personnel 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. The vendor contact personnel for this MA are:

NAME: Buddy Eastman, Account Manager, Customer Experience	
EMAIL: Buddy.eastman@sysco.com	TELEPHONE: 207-650-5327

NAME: Brenda Fenderson, Contracts & Bid Specialist	
EMAIL: Brenda.Fenderson@Sysco.com	TELEPHONE: 207-383-6669

NAME: Alexandria Stamatiou, Manager, Customer Experience	
EMAIL: Alexandria.stamatiou@sysco.com	TELEPHONE: 207-468-3565

NAME: David Muller, Director of Contract Sales	
EMAIL: David.Muller@sysco.com	TELEPHONE: 401-578-3841

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

MA procurement method: RFQ 18P 230808*029

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications/Scope and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input checked="" type="checkbox"/>	RIDER C – Modifications to Rider B
<input checked="" type="checkbox"/>	RIDER D – Responsible Vendor Certification

RIDER A: SPECIFICATIONS/SCOPE AND USER INFORMATION

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I. CONTRACT PERIOD:

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) one (1) year extension periods.

- Initial Term
- First Renewal
- Second Renewal
- Third Renewal
- Fourth Renewal

II. COMMODITY: Prime Food Vendor Services

III. AMENDMENTS TO SPECIFICATIONS/SCOPE OF WORK

Remove

~~**Opportunity Purchases (Buys):** The vendor will seek out special opportunity purchases at a cost savings for items not regularly stocked.~~

Add

Opportunity Purchases (Buys): The Vendor shall seek out and make available special opportunity purchases that provide cost savings for items not regularly stocked under the Master Agreement. In addition, pursuant to 7 MRSA §214-A, State institutions may take advantage of opportunity purchasing by procuring food and food products directly from Maine food producers in conjunction with this Master Agreement.

Remove

~~**Off Contract Purchasing:** If items can be located from other vendors at a 20% or more cost savings the State reserves the right to purchase off contract.~~

Add

Off-Contract Purchasing: If comparable items are available from other vendors at a cost savings of twenty percent (20%) or more, the State reserves the right to procure such items off contract. Further, pursuant to 7 MRSA §212(4), State institutions may not be prohibited from procuring food and food products directly from Maine food producers separate from this Master Agreement.

Add

Institutional Food Requirements: Pursuant to 7 MRSA §214-A(2), by 2030 at least thirty percent (30%) of all food and food products procured by State institutions must be Maine food or food products.

IV. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extend at current pricing.

V. SPECIFICATIONS

1. All Food products shall be prepared from first quality materials and produced under absolute sanitary conditions, including premises and employees.
2. The Vendor shall provide all products and processing to comply with all Federal, State of Maine and local regulations.
3. Training: The vendor is required to provide mandatory training minimally two times per year, with a minimum of eight hours of Serve Safe Certified or equivalent training in person for up to four people for each facility using the State of Maine Prime Food Vendor contract and must make training videos for other food handling related topics available to the users. (See section IX)
4. Upon request, the Vendor shall provide nutritional content and ingredients of all products furnished under the resulting Master Agreement.
5. Product Specifications: Product specifications will be provided to the vendor by the facility food managers.
6. Raw Food Specifications, the following are the minimum specifications for raw food. Higher but not lower grades can be purchased.
 - a. **Beef** – USDA Choice. Ground beef patties may contain a maximum 5% combined protein derivatives and a maximum fat content of the finished raw patty of 20%
 - b. **Pork** – USDA #1
 - c. **Poultry** – USDA
 - d. **Fish and Seafood** – Frozen fish must be a nationally distributed brand, packed under inspection of the U.S. Department of the interior.
 - e. **Dairy Products** – USDA Grade A
 - f. **Eggs** – Fresh USDA Grade AA
 - g. **Canned Fruit** – USDA Grade A Fancy
 - h. **Frozen Vegetables** – USDA Grade A
 - i. **Frozen Fruits** – USDA Grade A

j. Fresh Fruit and Vegetables – USDA Grade A

8. Quality: All frozen foods must be Grade A or equivalent product and must be current year pack. Frozen goods delivered that do not meet grade and quality will be rejected, deemed unacceptable, and will be returned at the Sysco's expense. No perishable foods should be delivered with less than a seven-day window of usage. Fresh produce must be free from spoilage and infestation. Canned food must be free from damage. All products shall be packed, labeled, and conform in every respect to the provisions of the Federal, Food, Drug and Cosmetic Act, and the regulations promulgated thereunder. Shipping Containers (case markings) shall be marked with the name of the product, brand, quantity, and size of pack as stated on Order, and the name of the shipper and vendor.
9. Canned Goods, all products under contract must be current year pack.
10. Delivery: The vendor shall contact each facility prior to delivery, in order to assure proper delivery instructions. Each facility and account needs the ability to set up specific guidelines for delivery. All products are to be delivered to each facility at proper temperatures. Most facilities will receive two (2) deliveries per week except for a few facilities that may require three (3) deliveries per week. All deliveries must be received by the facility food manager or an approved facility receiving clerk on duty. All delivery invoices must be signed by the above person at the time of delivery. The State and participating business offices will not process unsigned invoices for payment.
11. Back orders shall be kept to a minimum. If the Vendor is aware a back order will occur, they must contact the Food Manager for the facility prior to the scheduled delivery date. If an item is repeatedly out of stock and the facility is forced to utilize other vendors, the cost differential may be charged back to the Vendor.
12. Substitutions can be made but must be approved by the facilities Food Manager prior to delivery, must be of equal or better quality and must not exceed the contracted price for the original item ordered.
13. Buy American - Long Creek Youth Development Center (LCYDC) National School Lunch Program: The definition of "Buy American" for this RFP means procuring domestic commodities or products. Domestic commodities or products are an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Requirement: To meet Federal standards LCYDC shall be required to purchase, to the maximum extent practicable, domestic commodities or products
14. Items not listed in the contract will be quoted by the Vendor as the need arises. Each facility will be allowed to purchase these items from other vendors if the price is more competitive.
15. Opportunity Purchases (Buys): The vendor will seek out special opportunity purchases at a cost savings for items not regularly stocked.
16. Off Contract Purchasing: If items can be located from other vendors at a 20% or more cost savings the State reserves the right to purchase off contract.
17. Monitoring: The State shall monitor Sysco's performance in the following areas, among others: percentage of items substituted; percentage of items shorted; adherence to product specifications and program pricing as compared to other programs. The Division

of Procurement Services and/or each facility's business manager or food manager will monitor the laid-in cost and mark-up percentage of contract items provided. The "laid-in cost" shall be defined in this contract as the product cost, including freight and any rebates or allowable program discounts (but not prompt payment discounts), and it is not to include taxes or interest.

18. Performance Measures: Vendor will reach out periodically to Facilities for feedback as to how Sysco is performing services as outlined in this contract.
19. Site Visits: Sysco must visit each facility at least twice per year or more frequently as requested.

Quantities: The vendor will cover the actual quantities ordered by all agencies over the length of the contract.

No Minimum Order Size: Minimum quantities for ordering and delivery is not permitted.

Procurement Card: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

Quarterly Report: The vendor is required to submit a quarterly report of sales within 30 days of the end of each calendar quarter. The quarterly report must contain the Description, Quantity, and Dollar Value of goods purchased, broken down by Department and Location, as well as the total dollar value of purchases made by all Departments. The vendor must include data and information detailing food and food product sourcing, including the percentage of food sourced from Maine producers, including any requested verification.

VI. CONTRACTED PRICING/RATES

Mark Up Rate: Laid-In Cost plus 6%

The "Laid-in Cost" shall be defined as the product cost, including freight and any rebates or program discounts (but not prompt payment discounts), and it is not to include taxes. The Laid-in cost is to be based on the unit of measure for the bidder's pack size for each product. Verification of Laid-In Cost must be furnished upon request

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.

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 permitted to utilize this MA as written.

VIII. ORDERING PROCEDURES/DELIVERY/CREDIT-RETURN INFORMATION:

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

Sysco Ordering Process

Sysco Shop interactive web-based ordering can be accessed by desktop, mobile device, or tablet so ordering can be done anywhere, anytime. Sysco Shop also allows you to access nutritional information as well as create and maintain custom lists.

Orders placed for stocked items can be placed anytime during the day prior to 4 pm cutoff and the items ordered are allocated to you immediately. Next day specialty demand item cutoff is 11 am. Upon transmitting a confirmation email is sent with order allocations and out of stock information. Each time a new transmission is sent an updated confirmation email is generated.

Management Of Substitutions or Shortages

Sysco has a program called BOS (Bulk Order Substitution) that enables users to work with your Account Manager to have full control over your substitutions. We can choose up to 4 subs of your choice per item. Also never send flags can be created for items that are not suitable for substitution.

Order Fulfillment and Confirmation

Orders can be transmitted through Sysco Shop anytime in advance of your delivery day. All orders transmitted for the next day are allocated to you immediately. Future orders are allocated the morning prior to your delivery day. This ensures proper inventory management and slot rotation. In the event we are out of a key item, and you cannot wait until your next delivery day, recovery will be sent as soon as the product arrives.

Credits and returns.

Sysco uses "Clean invoice process on delivery". Any item returned at the time of delivery entered on the driver's handheld device will be available in Sysco Pay the next day for a clean invoice total.

Any Damage or Issue Found After Delivery Associate Has Left Will Be Handled Thru Sysco Customer Care and posted as credit to account with-in 24 hours.

Recall Process

Sysco Corporation has partnered with Bellower Technologies® to implement an automated notification system to alert customers of recalls and withdrawals. Sysco Broadlines (Sites), SYGMA, FreshPoint, SSMG and Sysco Canada – all use Instant Recall

As the global leader in selling, marketing, and distributing food products to educational systems, restaurants, and healthcare, Sysco takes pride in the quality and safety of the products we offer to our customers. In the event of a recall, the Instant Recall interactive system will contact your location to provide specific information and instructions.

Delivery and Inspection

The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Current Delivery Locations and Frequency:

Below are the facilities that are currently known to be users of these products and the frequency they require deliveries. The Facility, Location and Required Deliveries are subject to change. On implementation of the Master Agreement, vendor will be responsible for contacting the Facilities to confirm their delivery requirements and setting up a delivery schedule.

Facility Information	Required Deliveries Per Week
Dorothea Dix Psychaitric Center Receiving Dept. 656 State St., Bangor, ME 04402-0926	Two
Riverview Psychaitric Center 250 Aresenal St., Augusta ME 04332	Three (7:00am - 12:00pm) Monday/Wednesday/Friday
Downeast Correctional Facility 64 Base Road, Machiasport, ME 04655	One
Long Creek Youth Development Center 675 Westbrook St., Portland ME 04106	One
Maine State Prison 807 Cushing Road, Warren, ME 048864	Two Monday/Thursday
Mountain View Correctional Center 1182 Dover Road, Charleston, ME 04422	One
Southern Maine Re-Entry Center 2 Layman Way, Alfred, ME 04002	One

The following facilities will be authorized users and **may** elect to utilize the Master Agreement in part or, as it meets their needs. The final determination will be based on the end results of the bid pricing, contracted products and whether winning bidder can deliver as frequent as each facility requires.

Facility Information	Required Deliveries Per Week
Maine Veteran's Home - Bangor 44 Hogan Rd., Bangor, ME 04401	Two Tuesday/Friday Preferred
Maine Veteran's Home - Machias 32 Veteran's Way, Machias, ME 04654	Two
Maine Veteran's Home - South Paris 477 High St., Sout Paris, ME 04281	One
Maine Veteran's Home - Augusta 35 Heros Way, Augusta, ME 04330	Two
Maine Veteran's Home - Scarborough 290 US Route 1, Scarborough, ME 04074	Two to Three
Franklin County Detention Cebter 121 County Way, Farmington, ME 04938	As Requested
Hancock County Jail 50 State St., Ellsworth ME 04605	As Requested
Barron Center 1145 Brighton Ave., Portland, ME 04102	As Requested

Other county, municipal and school districts may become authorized users of the master agreement.

IX. Training:

Sysco will make the following training platforms available to all participating State of Maine facilities.

1. Sysco agrees to pay for up to 40 people per contract year (12-month contract period) for Serve Safe Certification. This training will take place at Sysco and will be no cost to the State of Maine. The 40 Serve Safe Certifications per contract year will not roll over to subsequent contract years. The first contract period (3 years) would be as follows:
 - Year 1 – 10/1/2023 – 9/30/2024 (12 months) up to 40 Serve Safe certifications
 - Year 2 – 10/1/2024 – 9/30/2025 (12 months) up to 40 Serve Safe certifications
 - Year 3 – 10/1/2025– 9/30/2026 (12 months) up to 40 Serve Safe certifications
 - Year 4 – 10/1/2026– 9/30/2027 (12 months) up to 40 Serve Safe certifications

2. Education Interface: (fee-based learning platform, additional cost) An online training library of health, safety, foodservice, customer service, and professional development courses. The interface is designed to improve employee training compliance and allows employers to manage, track, and assess student progress.

3. Sysco Inservice Training is available for all customers at no cost and can be done at Sysco or onsite.
4. Keys Inservice Solutions: A convenient and cost-effective means of training foodservice employees in various topics – including food safety, work safety, diet and nutrition education, service skills, and budgeting. Each program is a complete kit, offering audiovisual presentations and other materials to guide instructors in delivering and documenting effective monthly in-services.
5. Meetings Space: Sysco will offer a meeting space for quarterly meetings between the State Facilities and Sysco to discuss the service being provided, future plans, and business opportunities and market trends.

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.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

RIDER C: MODIFICATIONS TO RIDER B**Add**

CYBERSECURITY AND PROHIBITED TECHNOLOGIES. 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. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §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 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs 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 MRSA §2030-A](#).

Add


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 VENDOR 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 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 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 contract 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 also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

To the best of my knowledge all information provided, both programmatic and financial, is complete and accurate at the time of signature.

Name: Kate Stewart	Title: CFO, New England Region
Authorized Signature:  <small>Signed by:</small> <small>6C18B4B7FEDF468...</small>	Date: 5/7/2026