

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 26081200000000000024	
COMMODITY/SERVICE DESCRIPTION: Temporary Employment Services – Temp Staffing	
START DATE: 9/1/2026	END DATE: 8/31/2029

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: Tri-State Staffing Inc		
ADDRESS: 225 Western Ave., Unit 1		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER'S VENDOR CUSTOMER #: VS0000000059		

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

Department Representative:

Provider Representative:

DocuSigned by:

David Morris

2A644AF5681F482...

David Morris, Acting CPO

Date 8/14/2026

DocuSigned by:

Anthony Theberge

0E3D63C2376A459...

Anthony Theberge, President / CFO

Date 8/14/2026

The contract is fully executed when all parties have signed and the documents has been approved by the Office of State Procurement Services.

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: Bill Allen	
EMAIL: wje.allen@maine.gov	TELEPHONE: 207-624-7871

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the 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: Anthony Theberge	
EMAIL: tonyt@tristatestaffing.com	TELEPHONE: 207-622-0470

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 202507096

TABLE OF RIDERS

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

☒	RIDER A – Specifications and User Information
☒	RIDER B – Terms and Conditions
☐	RIDER C – Exceptions
☒	RIDER D – Responsible Vendor Certification

<u>Term/Acronym</u>	<u>Definition</u>
Agency	State of Maine Agency or Department
Assignment	A defined requirement for temporary staffing to be provided to an agency.
DAFS	Department of Administrative and Financial Services
Delivery Order	An order created to procure specific assignments from an established Master Agreement.
Department	DAFS/Office of State Procurement Services.
Employee	A Resource who considers themselves an employee of the awarded Bidder, elects to have State and federal withholding from earned income, and receives a W-2 at year end.
Master Agreement	A contractual agreement which will govern the relationship between the department and the awarded bidder.
OIT	Office of Information Technology
Provider	A temporary staffing provider that is a party to a State of Maine Master Agreement.
Resource	A specific individual performing a temporary staffing assignment who is an employee of the Temporary Staffing Provider.
State	State of Maine
State Identified Resource	State will select the individual and is a payroll mark-up only
Provider Identified Resources	Providers to identify and recruit Resources and the mark-up for the provider to recruit and individual

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

- I. CONTRACT PERIOD
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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 two (2) one (1) year extension periods.

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

II. SERVICE: Temporary Employment Services – Temp Staffing**III. SCOPE OF WORK**

Provider must employ resources to provide temporary staffing to all State agencies.

Provider must have and maintain a staffed, established office located within 100 miles of Augusta, Maine. This office will serve multiple functions, including facilitating human resources activities, conducting interviews, and providing bidder and resource support in a neutral setting.

Types of Staffing Categories: The Provider will supply resources for the following support categories:

Category I – Office Environment
Examples: Administrative/Clerical; Accounting; Consultant; Legal (Attorney, Paralegal); Management Analyst; Planning & Research; Project Management
Category II – Driving-Related Positions
Examples: Any position that requires the Resource to regularly drive a vehicle on the road
Category III – Lab/Medical Environment
Examples: Working with children; Potentially working with pathogens; Nurse; Mental Health
Category IV – Outdoor Labor/Remote
Examples: Groundskeeper; Conservation Aid; Field Assistant/Technician; General Labor
Category V – Power Equipment Usage
Examples: Heavy Industrial (Construction); Chainsaws, ATV's, Light Industrial (Warehouse/Mailroom); forklifts, backhoes
Category VI – At Sea/Boat Usage
Examples: Certified Diver; Ferry Able Seaman; Ferry Ordinary Seaman
Category VII – Trades
Examples: Electrician; Boiler/HVAC Professional; Plumber

State Identified Resources: Unless the requested resource is already registered with another Provider, The Agency will notify the Provider with the lowest markup rate their need for a resource and the resources name. If that Provider cannot accommodate the required resource, the Agency will move to the next lowest Provider.

Provider Identified Resources: The Agency will notify the Provider with the lowest markup rate of their need for a resource. If that Provider cannot supply the required resources, the Agency will move to the next lowest Provider.

The Provider will be given a description of the particular services and/or resource(s) needed and asked to respond within a specific timeframe with the information sought (generally the number of candidates they have available for interview that meet the services required). The Provider must respond to each request with the information requested, or provide “no bid” as a

response within two (2) business days. The Agency will then interview and select the resource based on candidate experience and availability.

If the required resources do not fall under any of the identified categories, the Agency will solicit a quote from each Provider. The Provider with lowest markup cost will be selected.

The Department reserves the right to use any Master Agreement for emergencies (if the need arises). The Department also retains the discretion to issue new RFPs for specific projects.

Employment and Staffing Requirements

The Resource shall remain the Provider's Employee and shall not receive any State employment benefits. The Provider will be responsible for:

1. Providing payroll functions, including but not limited to: processing timecards and withholdings for payroll taxes, workers compensation, and benefits for selected Resources.
2. Compliance with all State record-keeping requirements for Human Resources/Payroll Services ([SOM Local Government Record Retention](#) & [Federal-Record-Retention-Requirements.pdf](#) and all required State and Federal quarterly and annual withholding reports <https://www.irs.gov/payments/tax-withholding> .
3. Providing vacation and holiday compensation for selected Resources.
 - a. Earned Paid Leave must be in accordance with [26 MRS § 637](#).
 - b. Holiday compensation must be in accordance with the State's [Holiday Schedule](#).
4. Recruiting, hiring, and ensuring accountability, management, and disciplinary action for selected Resources.
 - a. Ensure Resources notify the Department, including the appropriate Unit manager/supervisor, immediately when they are expected to be absent or late.
 - b. Implement a disciplinary structure and process to be utilized as needed for individual Resources.
 - i. The disciplinary process must be approved by the Department prior to implementation.
 - ii. The Department must be involved in all disciplinary discussions and written and/or verbal communications regarding or involving any Resource unless directed otherwise by the Department.
5. Communicating the Provider's available benefits, timecard management, policies and safety practices to selected Resources, including the Provider's point(s) of contact for selected Resources.

Candidate Pre-Interview and Pre-Screening Process

The Provider will be responsible for pre-interviewing and pre-screening candidates when the Agency asks the Provider to identify and recruit a Resource (Provider Identified Resource).

Depending upon the category and skill level required of the Resource, the Agency may ask the Provider to submit resumes and other related information from which the Agency will select the appropriate candidate; other related information could include the application for employment, evidence of appropriate knowledge, experience, and competency related to the specific job responsibilities, prior job performance reviews, and employment references.

The Agency may also interview one (1) or more candidates before a selection is made. All employment offers must be approved by the Agency in writing prior to making a formal offer to the candidate.

Alternatively, the Agency may ask the Provider to be fully responsible for selecting a Resource with the appropriate skills and experience and arranging for the Resource to report to work at the designated work site on a specified date.

All costs associated with pre-employment of candidates shall be the responsibility of the Provider, including, but not limited to, travel and lodging for interviews.

Background and Security Checks

Basic security clearance on individual Resources may be required upon Department request and may include, but not be limited to:

- Performing a Maine criminal records check on selected Resources prior to placement
- Criminal records check requirements may vary depending on the Department's required scope of work, work area or other environmental factors. Bidder must be able to provide customized criminal records checks;
- Perform drug and document testing;
- Perform and document fingerprinting checks on selected Resources prior to placement;
- Ensuring the selected Resource's professional Maine license, if applicable to position qualifications, is active and in good standing at all times while on Assignment;
- Obtaining signed releases to perform additional background security checks; and
- Having a process in place to carry out the security checks if the circumstances warrant such reviews.

The results of each background check must be made available to the Agency within five (5) business days of completion, and prior to the Resource providing services under the resulting contract.

The cost of performing each background or security check shall be the responsibility of the Provider.

Compliance with State Policies and Procedures

Travel Policy

When a Resource is required to travel as part of his/her Assignment with the Agency, the Provider will reimburse the Resource for travel in accordance with the [State's travel policy](#) and will invoice the Agency for the allowable travel costs. The invoice must include details regarding the miles traveled, receipts for expenses and other required or necessary documents. The State reserves the right to audit detailed travel records at any time. The State is required to reimburse contracted Resources at rates no higher than those permitted for State employee travel.

No travel will be reimbursed unless it was specifically required and approved in advance by the Agency. The Agency may require specific documentation to be submitted before travel reimbursement can be provided.

Remote Work Policy

The Provider will ensure Resources who work remotely comply with all applicable federal and State privacy and security policies. The Agency will supply remote access to the appropriate electronic information systems needed for Resources approved to conduct Agency business remotely, if applicable.

Other Policies

The Provider will be responsible for ensuring Resources review and understand the Provider's policies and employee handbook, and to request from the Agency any specific policies that the Resource must adhere to and assure that the Resource is familiar with any key policies required by the Agency. The Provider must incorporate:

State IT Policies

MaineIT expects all Provider personnel to comply with the entire suite of IT policies (<https://www.maine.gov/oit/policies-standards>) effective at the time this Master Agreement Contract is executed. More specifically, all services must be performed using devices, accounts, authentication methods, and virtual private network, provisioned by the Agency. Special attention must be paid to the following policies/procedures:

1. [Access Control Policy](#)
2. [Access Control Procedures for Users](#)
3. [Security Awareness Training](#)
4. [Rules of Behavior](#)
5. [User Device and Commodity Applications](#)
6. [Network Device Management](#)
7. [Mobile Device \(BYOD\)](#)

State and Agency policies regarding use of State-owned equipment, confidentiality of information and any other Statewide policy into the list of policies the Resource must adhere to while assigned to the Department.

Consent to Hire

In some cases, former State employees may be considered for a Resource Support Assignment. In most cases, retired former State employees must be retired for minimally thirty (30) days before being considered.

For former State employees who have been retired less than thirty (30) days, the Provider will submit an email to the Department requesting the consent of the State Procurement Review

Committee before the Provider may engage the former State employee as a Resource. Additional procedures may be implemented by OSPS to fulfill this requirement.

Working Hours

The Provider must ensure the selected Resources align with the Agency's standard operating hours Monday to Friday, 8 a.m. to 5 p.m. excluding [State Holidays](#) and administrative days, unless otherwise directed or agreed upon with prior approval by the Agency.

In addition, specific Resource Assignments may be required to provide support on Saturdays, Sundays, State Holidays and/or administrative closing days. Some Assignments may require alternate schedules outside the hours of 8 a.m. to 5 p.m., such as those performing work during a state of emergency. Depending on the amount of coverage needed for a specific Assignment, the Provider may also be required to provide multiple Resources to ensure ongoing work is performed. The Agency and the Provider will determine the exact hours on a case by case basis. Overtime work generally will not be authorized. In the event overtime is authorized by the Agency, overtime compensation will be paid based upon the agreement between the Department and the awarded Bidder.

Payment will be made for actual hours worked, including work performed on Holidays or administrative closings or on a payment scheduled as agreed upon within the resulting Delivery Order. Payment will not be made for Holidays not worked or for time not worked as a result of early dismissal by the State due to weather or other administrative causes.

Resource Performance

Resources are expected to report to work consistently as scheduled by the Agency, exhibit an appropriate degree of professionalism, and complete all required tasks as assigned. The Provider will monitor the performance of their Resource by periodic communications with the Agency. Any issues with Resource performance the Provider is made aware of must be addressed in coordination with the Agency. The Agency reserves the right to have the Provider remove a Resource for performance issues. If a Resource is removed from an Assignment, the Provider may be requested to be available in person to ensure that the Resource is not in possession of any State property or data and exits State premises without incident.

Reporting

The Provider must submit separate annual reports for each resource within 30 days after the close of the calendar year to the Department in a format specified by the Department, including but not limited to:

1. The name of each Resource;
2. The Contracted Category;
3. The position title;
4. The Department requesting the Resource;
5. The location of the Assignment;
6. The start date of the Assignment;
7. The end date of the Assignment;
8. The mark-up and/or billing rate;
9. The Delivery Order number;

10. Total amount of the Delivery Order;
11. The amount paid to date; and
12. The number of hours worked to date.

The Provider may also be required to provide ad hoc reporting to the Department upon request.

IV. AMENDMENTS TO SPECIFICATIONS

Not Applicable for initial period

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable for initial period

VI. CONTRACTED PRICING/RATES

The contracted mark-up rates must be held firm for the duration of the contract period.

Category			State Identified	Provider
Cat I	Office Environment		1.23	1.27
Cat II	Driving Related		1.34	1.38
Cat III	Lab/Med		1.23	1.27
Cat IV	Outdoor		1.29	1.33
Cat V	Power Equip.		1.38	1.42
Cat VI	At Sea		1.24	1.28
Cat VII	Trades		1.38	1.42

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Agencies

Municipalities, political subdivisions, and school districts in Maine:

☒ Are NOT permitted to utilize this MA.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO)

DO's will be created in AdvantageME for all resource requests. DO's will be emailed as a .pdf file to the Provider's email address submitted in AdvantageME by the Provider. It is the responsibility of the Provider to make sure the email address is kept current and up to date.

Temp Staffing Forms:

Each DO will include a Department/Agency provided Temp Staffing Form listing the resource, the start and end date for the resource to be employed and both the hourly rate and fully burdened rate.

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 non-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 C: EXCEPTIONS TO RIDER B

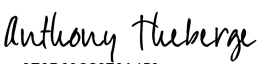
Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure Rider C is not checked in the Table of Riders section.

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: Anthony Theberge	Title: President/CFO
Authorized Signature: DocuSigned by:  0E3D63C2376A459...	Date: 8/14/2026