

MA 18P 19042300000000000161
MODIFICATION

State of Maine



Master Agreement

Effective Date: 05/01/19

Expiration Date: 04/30/25

Master Agreement Description: NASPO ValuePoint Car Seat Contract-EvenFlo M2002

Buyer Information

Martha Verhille	207-624-9842	ext.	MARTHA.A.VERHILLE@MAINE.GOV
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Issuer Information

Erica Davis	207-530-6399	ext.	Erica.Davis@Maine.gov
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Requestor Information

Jaime Pelotte	207-623-6707	ext.	jaime.l.pelotte@maine.gov
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Agreement Reporting Categories

Reason For Modification: Utilize NASPO 6-month extension at current pricing

Authorized Departments

16A	PUBLIC SAFETY
10A	DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000002695

Vendor Name

EVENFLO CO, INC

Alias/DBA

EVENFLO

Vendor Address Information

PO BOX 392497
188 COUNTY RD 230
CULLMAN, AL 15251-9479
US

Christie Taylor
800-768-6077 **ext.**
evenflosales@worldsafe.net

Commodity Information

Vendor Name: EVENFLO CO, INC

Commodity Code: 05513

Commodity Specifications: PO is subject to NASPO ValuePoint Contract # M2002, NJ Master Agreement #: 19-GNSV1-00685. Prices in catalog file include freight.

Commodity Extended Description: Car Seats as per the specifications attached and made part of this MA. NOTE-Must order case quantity

Quantity	UOM	Unit Price
0.00000		0.000000

Delivery Days	Free On Board
10	

Contract Amount	Service Start Date	Service End Date
0.00		

Catalog Name	Discount	
EVENFLO	0.0000	%
	Discount Start Date	Discount End Date
	05/01/19	04/30/25

Terms and Conditions

Agreement Terms and Conditions

T&C Name:

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

10/29/2024

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Signature

Date

David Morris, Acting Chief Procurement Officer

EVENFLO CO, INC

Signed by:

Patsy Pilcher

10/29/2024

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Signature

Date

Patsy Pilcher

Manager, institutional markets

Print Representative Name and Title



PHILIP D. MURPHY
Governor

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
State Treasurer

TAHESHA L. WAY
Lt. Governor

AMY F. DAVIS, ESQ.
Acting Director

Contract Amendment #4
Contract Number: 19-GNSVI-00685 and 19-GNSVI-00684
Bid Solicitation Number 19DPP00297

TO:	All State Using Agencies, Cooperative Purchasing Participants
DATE:	9/24/2024
FROM:	Haley Billings, Procurement Specialist
SUBJECT:	CONTRACT EXTENSION – 6 months
REVISED CONTRACT PERIOD:	October 31, 2024 to April 30, 2025
• Original Contract Period:	May 1, 2019 to April 30, 2022
• First Extension Period:	May 1, 2022 to April 30, 2023
• Second Extension Period:	May 1, 2023 to April 30, 2024
• Third Extension Period:	May 1, 2024 to October 30, 2024

The following contracts M2002 Child Safety Seats, NASPO ValuePoint Master Agreement have been extended for six (6) months:

Contractors	Contract Numbers
Evenflo	19-GNSVI-00685
Vehicle Maintenance Program, Inc.	19-GNSVI-00684

The Contracts are available for viewing in [NJSTART](https://www.njstart.gov).

All terms and conditions remain the same.

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000002695	3001198	Evenflo			05513	LiteMax without base 3-35lbs up front adjust	(1 per case)	cart	\$99.69	10
VS0000002695	3051198	Evenflo			05513	LiteMax 35 Factory Select 3-35lbs w/lock-off base	(1 per case) multiple crotch buckle adjust	cart	\$112.69	10
VS0000002695	3081198	Evenflo			05513	SecureKid Booster 22-65 lb w/harness	(2 per case) 40-110 lb. without harness FS	cart	\$102.69	10
VS0000002695	3431198	Evenflo			05513	Chase No Harness High Back Booster, 40-110 lb	(2 per case) 40-110 w/o back- Assembled	cart	\$48.69	10
VS0000002695	3492198	Evenflo			05513	Maestro Sport 22-50 lb w/harness	(2 per case) 40-110lb w/o harness 57" ht	cart	\$80.69	10
VS0000002695	3502198	Evenflo			05513	Go TimeBooster High Back Booster	(2 per case) 40-120lbs belt positioning, factory select, 7 position adjust	cart	\$83.38	10
VS0000002695	3544198	Evenflo			05513	Go Time No Back Booster, 40-120lbs, 4yrs+	(4 per case) factory select belt positioning	cart	\$21.69	10
VS0000002695	3641198b	Evenflo			05513	Nurture Max Infant 4-22lbs, base & canopy	(1 per case) factory select	cart	\$65.69	10
VS0000002695	3712198	Evenflo			05513	SureRide/ Titan 65 Convertible 5-65lbs	(2 per case) with body & head pillows FS	cart	\$161.38	10
VS0000002695	34512376	Evenflo			05513	Symphony All-In-1 5-65lbs harness, infinite slide harness	(1 per case) 110lbs as booster Olympus	cart	\$175.69	10
VS0000002695	35312311b	Evenflo			05513	Revolve 360 All-In-One RF 4-40lbs, FF 22-65lbs w/harness	(1 per case) to 120lbs HBB	cart	\$356.69	10
VS0000002695	35412230	Evenflo			05513	Go Time No Back Booster, 40-120lbs, 4yrs+	(1 per case) Static Belt-positioning	cart	\$20.69	10
VS0000002695	38211712	Evenflo			05513	Triumph Convertible	(1 per case) infinite slide harness, 5-65lbs, RF to 40lbs	cart	\$141.69	10
VS0000002695	39312376	Evenflo			05513	EveryFit 4-in-1 RF to 40lbs, FF 22-65lbs	(1 per case) HBB/NBB 40-120lbs Olympus	cart	\$178.69	10
VS0000002695	39312408	Evenflo			05513	All4One 4-in-One RF 4-40 lbs, FF 22-65lbs, BPB 40-120lbs	(1 per case) 12 harness heights, in-seat recline, Easy Click LATCH system "Aries" w/ SensorSafe	cart	\$220.69	10
VS0000002695	3614198	Evenflo			05513	First Choice Infant NEW lower weight 4-22lbs	(4 per case) no base or canopy	cart	\$60.69	10
VS0000002695	30512042	Evenflo			05513	LiteMax 65 Riverstone 3-35lbs	(1 per case) lock-off base w/extra adjust, head pillow	cart	\$118.69	10
VS0000002695	3472198	Evenflo			05513	Sonus Convertible 5-50lbs, RF to 40lbs	(2 per case) rollover tested FS	cart	\$68.69	10
VS0000002695	3481211COM	Evenflo			05513	Sonus 65 Convertible 5-65lbs, RF to 40lbs	(1 per case) City Lights Fashion	cart	\$101.69	10
VS0000002695	3481198	Evenflo			05513	Sonus 65 w/Sensor Safe convertible 5-65lbs	(1 per case) rollover tested FS	cart	\$135.69	10
VS0000002695	3812198	Evenflo			05513	Tribute 5 Convertibld 5-40lbs, RF to 40lbs	(2 per case) 4 harness heights FS	cart	\$64.69	10
VS0000002695	3512198	Evenflo			05513	Maestro Sport Booster without harness	(2 per case) 40-110lbs 57" ht FS	cart	\$50.69	10
VS0000002695	3062198	Evenflo			05513	Chase Booster 22-110 lbs, w/ harness to 40lbs 57" ht FS	(2 per case)	cart	\$64.69	10
VS0000002695	30512376	Evenflo			05513	LiteMax DLX FreeFlow fabric, 3-35lbs load leg	(1 per case) adjustable headrest Olympus Black, no rethread harness	cart	\$191.69	10

Signed by:



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10/29/2024

Patsy Pilcher

Manager, institutional markets

NASPO ValuePoint
PARTICIPATING ADDENDUM



CHILD SAFETY SEATS
Led by the State of **New Jersey**

Master Agreement #: 19-GNSV1-00685

Contractor: **EVENFLO COMPANY, INC.**

Participating Entity: **STATE OF MAINE**

Master Agreement #: **MA18P190423000000000000161**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers Child Safety Seats led by the State of *New Jersey* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Patsy Pilcher
Address:	PO Box 1046, Cullman, AL 35056
Telephone:	800-768-6077
Fax:	800-382-4565
Email:	evenflosales@worldsafe.net

NASPO ValuePoint
PARTICIPATING ADDENDUM



CHILD SAFETY SEATS
 Led by the State of New Jersey

Participating Entity

Name:	Donny Crockett
Address:	9 State House Station, Augusta, ME 04333-0009
Telephone:	207-624-7336
Fax:	207-287-6578
Email:	Donny.Crockett@Maine.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

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

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of

NASPO ValuePoint
PARTICIPATING ADDENDUM



CHILD SAFETY SEATS
Led by the State of New Jersey

the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. **GOVERNING LAW.** This Agreement 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 Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS.** The contractor shall release, protect, indemnify and hold NASPO Value Point and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **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.

5. Lease Agreements: N/A

6. Subcontractors: N/A

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CHILD SAFETY SEATS
 Led by the State of New Jersey

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Maine, Div. of Procurement Services	Contractor: Evenflo Company Inc.
Signature: 	Signature: 
Name: Donny Crockett	Name: Patsy Pilcher
Title: Procurement Analyst II	Title: Account Manager
Date: 4/25/2019	Date: 4-24-2019

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 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 “Office” shall refer to the State of Maine Office of State Procurement Services.
 - 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 Office, 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 Office 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 Office 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 Office 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 Office.

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 Office, 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 Office'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 Office'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 Office. 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 Office, 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 Office 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 Office 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 Office.

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 any errors or 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 Office.

9. ALTERATIONS: The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, 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 Office 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 on account 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office 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 Office 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 Office 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 Office'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 Office 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 Office 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 Office.

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

23. 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.

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.