



## SERVICE CONTRACT

DATE: 3/16/2023	
ADVANTAGE CONTRACT #: MA 18P 2303160000000000111	
SERVICE: In Person Spoken Language Interpreting Services	
CONTRACT AMOUNT: \$ N/A used by all State agencies	
START DATE: 3/16/2023	END DATE: 12/31/2023

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Administrative and Financial Services, Division of Procurement Services		
ADDRESS: 111 Sewall Street, Burton Cross Building, 4 <sup>th</sup> Floor		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009

PROVIDER		
PROVIDER NAME: Language Partners LLC		
ADDRESS: 249 W Thornhill Drive		
CITY: Fort Worth	STATE: TX	ZIP CODE: 76115
PROVIDER'S VENDOR CUSTOMER #: VC0000260574		

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

**Department of Administrative and Financial Services,  
Division of Procurement Services**

DocuSigned by:

*David Morris*

4/3/2023

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Signature: David Morris, Acting Chief Procurement Officer

Date

**Provider: Language Partners LLC**

Signature: Meti Dibra, President

Date

*Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract*

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**DEPARTMENT AND PROVIDER POINTS OF CONTACT**

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Kathy Paquette**

Email: **Kathy.L.Paquette@maine.gov**

City: **Augusta** State: **ME** Zip Code: **04330**

Telephone: **207-557-2472**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Guyin Lucy Liu**

Email: **gliu@thelanguagepartners.com**

Address: **420 Cumberland Ave.**

City: **Portland** State: **ME** Zip Code: **04101**

Telephone: **207-523-2700**

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**RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference. <i>(Riders A, B, and G are required. Check all others that apply.)</i>	
<input type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Rider D – Included at Department’s Discretion
<input type="checkbox"/>	Rider E – Included at Department’s Discretion
<input type="checkbox"/>	Rider F – Included at Department’s Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department’s Discretion
<input type="checkbox"/>	Other – Included at Department’s Discretion

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**RIDER A  
SCOPE OF WORK**

## TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

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

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine
MA	Master Agreement
DO	Delivery Order – An order created to procure specific assignments

II. INTRODUCTION/OVERVIEW:

This Agreement is to provide all branches and agencies of State Government In-Person Spoken Language Interpreting Services on an "as needed" basis to ensure the State can continuously and effectively communicate with individuals whose primary language is not English.

Languages offered:

Acholi	German	Pashto
Albanian	Greek	Persian
Amharic	Indonesian	Portuguese
Arabic (Modern Standard)	Italian	Romanian
Arabic (Sudanese)	Khmer (Cambodian)	Russian
Azeri (Azerbaijan)	Kinyamulenge	Serbian/Serbo-Croatian
Bosnian	Kinyarwanda	Somali
Bulgarian	Kirundi	Spanish (Latin American format)
Burmese/Chinese (Cantonese)	Korean	Sudanese
Chinese (Mandarin)	Kurdish	Swahili
Dari	Lingala	Turkish
Farsi	Oromo	Ukrainian
French/French Canadian		Vietnamese

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## Rates

Service Category	Hourly Rate for Weekdays, 8AM – 5 PM	Hourly Rate for After-hours, weekends, and holidays
Standard In-Person Spoken Language Interpreting Services	\$50 /hour	\$65/hour
Short Notice In-Person Spoken Language Interpreting Services	\$50 /hour	\$65/hour
Emergency In-Person Language Interpreting Services	\$50 /hour	\$65/hour
Legal In-Person Spoken Language Interpreting Services	\$50 /hour	\$65/hour
Medical In-Person Spoken Language Interpreting Services	\$50 /hour	\$65/hour
Pre-scheduled remote interpreter services over the phone or via third party platforms (Zoom, Google Meet, etc.)	\$50 /hour	\$65/hour

**Location of Performance:** The location of performance has the potential to vary greatly, therefore, the interpreting services required by the State could take place anywhere that the State conducts its business. It is the responsibility of the Provider to ensure all interpreter assignments are the most cost-effective taking into consideration mileage and travel reimbursement.

**Mileage Reimbursement:** The State will reimburse for mileage of more than 10 miles (each way). Reimbursement shall be at the current State of Maine mileage rate currently at \$0.44 per mile. Local travel, 10 miles or fewer each way, is not reimbursed. Spoken language interpreters shall seek the most practical direct route as determined by Google Maps. Any persons traveling by an indirect route shall assume extra expense incurred. Mileage allowance is calculated by this method: (Total Miles x \$0.44)

**Travel Reimbursement:** The State will reimburse for travel time more than two hours' round trip at one-half the interpreter's hourly rate.

**Example:** 6 hours (actual round-trip travel time) – 2 hours (non-billable travel time) = 4 hours (billable travel time) x \$20.00 (hourly rate  $\$40.00/2=\$20.00$ ). \$80.00 (billable travel time)

**Minimum Guarantee for In-Person Spoken Language Interpreting Assignments:** Interpreters will be eligible to receive a minimum payment of two hours for their services, even if the assignment's duration is less than two hours.

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Cancellation Policy/No Show:

When a cancellation is necessary, the State will provide the Contractor with varying degrees of notice, depending on the number of service hours scheduled. Table 1 below shows the variation between assignment length and notice given.

**Table 1-Cancellation Notice and Corresponding Penalties**

Assignment Length	Cancellation Notice Given				
	Less than 2 business days	2 to 3 business days	4 to 5 business days	6 to 10 business days	More than 10 business days
Less than 3 hours	100% of scheduled service hours	Not billable	Not billable	Not billable	Not billable
3 or more hours in a single day	100% of scheduled service hours	100% of scheduled service hours	Not billable	Not billable	Not billable
2 to 3 days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	50% of scheduled service hours	Not billable
4 or more days	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	100% of scheduled service hours	Not billable

The following considerations are considered for cancellations:

1. Billing for cancelled assignments shall be at the same hourly rate as the service category for the scheduled time period.
2. Billing shall apply for any *actual* travel time that the interpreter(s) incurred.
3. Full or partial cancellation of assignments greater than 10 business days will not be reimbursed for more than 10 cancelled business days. (For example, if an interpreter has a six-month assignment, and it is cancelled with less than 10 days' notice, per the chart above, then the State will only be liable to pay for up to 10 days of the six-month assignment, not the full six-months.)
4. **Special conditions for cancellations may be negotiated, if necessary, at the time of each request by a State agency or any participating entity; otherwise the chart shown above shall apply. Such special conditions must be captured in writing and agreed upon by the State and the Contractor. (For example, the Administrative Office of the Courts may negotiate with a Contractor at the time of a service request to deviate from the cancellation policy above. Both the Contractor and the State must agree in writing, and the State is not bound to procure services through the Contractor if a satisfactory arrangement cannot be made.)**

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## Scheduling:

Vendor Name:	Language Partners LLC			
Master Agreement #	MA 18P 2303160000000000111			
Point(s) of Contact:	Names:	Telephone(s):	Emails:	
General Information & quality resolution; Setting up an account & requesting services;	Guyin Lucy Liu	207-772-4517	csr@thelanguagepartners.com	
Billing questions	Accounting		Accounting@thelanguagepartners.com	
Scheduling Portal:	<a href="https://tlp.interpretmanager.com/">https://tlp.interpretmanager.com/</a>			
Website:	<a href="https://thelanguagepartners.com/">https://thelanguagepartners.com/</a>			
Online Request Form:	<a href="https://thelanguagepartners.com/interpreting-services/#request-interpreter">https://thelanguagepartners.com/interpreting-services/#request-interpreter</a>			
Other:	N/A			

**Language Partners maintains a secure online interpreter schedule at <https://tlp.interpretmanager.com/>**

**Contact Language Partners at 207-523-2700 or email [csr@thelanguagepartners.com](mailto:csr@thelanguagepartners.com) to request access to the scheduling portal.**

The following list of services is not all-inclusive and other situations requiring interpretation services should be expected by the Provider.

- a. Interpretation of a legal nature, for example, in an administrative hearing, court room or trial setting;
- b. Interpretation of private, therapeutic/medical sessions, (i.e., to assess health status, provide health information, assure medication compliance, coordinate health care);
- c. Interpretation involving vocational rehabilitation;
- d. Interpretation during protective services investigations;
- e. Interpretation at public meetings with large audiences;
- f. Interpretation of a business nature;
- g. Interpretation of Human Resources & Employee meetings;
- h. Interpretation of Education & Training; and
- i. Provide Linguistic and Cult

## Provider shall:

- Provide hired spoken language interpreters with required certifications, if applicable
- Ensure all interpreters hired or contracted are qualified professionals capable of performing the specified task
- Ensure all interpreters hired or contracted are highly skilled interpreters to support the State's ongoing interpreter needs
- Ensure all interpreters hired or contracted adhere to Code of Conduct and Confidentiality standards
- Ensure all interpreters hired or contracted for court setting adhere to the Standards of Professional Conduct for Interpreters Providing Services in Judicial Proceedings. More information can be found at [http://www.courts.maine.gov/mainecourts/admin/interpreters/interpreters\\_policy.html](http://www.courts.maine.gov/mainecourts/admin/interpreters/interpreters_policy.html)
- Ensure all interpreters hired or contracted can fluently and accurately communicate in the language(s) in which they claim proficiency
- Ensure all interpreters hired or contracted can interpret effectively to and from other languages and English
- Ensure all interpreters hired or contracted can interpret exact concepts
- Ensure all interpreters hired or contracted do not and cannot distort the meaning of the interpretation
- Keep certification records for all employee interpreters and sub-contracted interpreters to verify upon request the status of any interpreter provided for State assignments.
- Provide a dedicated Accounting Manager
- Provide electronic billing capable of tracking hours, travel time and interpreting time
- Accurate monthly invoices shall show; Master Agreement # 1901150000000000082, requesting agency, language, hourly rate, date of appointment, location of appointment, duration of each appointment, mileage & travel reimbursement, and total time to be billed.

III. REPORTSA. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

<b>Name of Report:</b>	<b>Description</b>					
Usage Report	Usage information for services provided under this Master Agreement.					
	Information in report:					
	Interpreting Hours	Interpreting total \$	Travel Hours	Travel total \$	# of Mileage	Mileage total \$

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all the reports listed in the table below to the Department in accordance with the deadlines established within the table:



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**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. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race,

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color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

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

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

12. **TERMINATION.** (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability

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insurance policy.

19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

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

22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be

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effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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**RIDER C  
EXCEPTIONS**

Enter the exceptions here if applicable. If not applicable, enter NA and make sure Rider C is not checked in the Rider section

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**RIDER D  
TITLE:**

**(Included at Department's Discretion)**

Enter Rider D here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA—make sure Rider D is not checked.

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**RIDER E**

**TITLE:**

**(Included at Department's Discretion)**

Enter Rider E here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA—make sure Rider E is not checked.



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**RIDER F**

**TITLE:**

**(Included at Department's Discretion)**

Enter Rider F here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA—make sure Rider F is not checked.

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**RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED**

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

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**BUSINESS ASSOCIATE AGREEMENT**

**(Included at Department's Discretion)**

Enter BAA here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA—make sure Business Associate Agreement is not checked.

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**OTHER:  
TITLE:**

**(Included at Department's Discretion)**

Enter Other here if applicable. If not applicable either delete this page and remove from the Rider section or enter NA—make sure Other is not checked.