



## LOW COST SERVICE CONTRACT

|                         |                     |
|-------------------------|---------------------|
| DATE:                   | CONTRACT AMOUNT: \$ |
| ADVANTAGE CONTRACT #:   |                     |
| DEPARTMENT AGREEMENT #: |                     |
| START DATE:             | END DATE:           |

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

| STATE OF MAINE DEPARTMENT     |        |           |
|-------------------------------|--------|-----------|
| DEPARTMENT NAME:              |        |           |
| ADDRESS:                      |        |           |
| CITY:                         | STATE: | ZIP CODE: |
| PROVIDER                      |        |           |
| PROVIDER NAME:                |        |           |
| ADDRESS:                      |        |           |
| CITY:                         | STATE: | ZIP CODE: |
| PROVIDER'S VENDOR CUSTOMER #: |        |           |

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

**Department Representative:**

**Provider Representative:**

\_\_\_\_\_  
BY: Signature **Name and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
BY: Signature **Name and Title**

\_\_\_\_\_  
**Date**

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

|                      |
|----------------------|
| <b>SCOPE OF WORK</b> |
|----------------------|

INTRODUCTION/OVERVIEW:

The purpose of this Contract is **Add 3-5 sentences stating the purpose of the service.**

The Provider Shall **Enter 2-3 sentences as to what the Provider shall do.**

|               |
|---------------|
| <b>CODING</b> |
|---------------|

| LINE<br>TOTAL | FUND | DEPT | UNIT | SUB<br>UNIT | OBJ | PROGRAM | PROGRAM<br>PERIOD | APPR<br>FUNDING | FISCAL<br>YEAR |
|---------------|------|------|------|-------------|-----|---------|-------------------|-----------------|----------------|
| \$            |      |      |      |             |     |         |                   |                 |                |

| LINE<br>TOTAL | FUND | DEPT | UNIT | SUB<br>UNIT | OBJ | PROGRAM | PROGRAM<br>PERIOD | APPR<br>FUNDING | FISCAL<br>YEAR |
|---------------|------|------|------|-------------|-----|---------|-------------------|-----------------|----------------|
| \$            |      |      |      |             |     |         |                   |                 |                |

(Departments - Attach separate sheet as needed for additional coding.)

|   |
|---|
| <b>DEPARTMENT AND PROVIDER POINT OF CONTACT</b> |
|---|

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract.

|          |            |           |
|----------|------------|-----------|
| NAME:    |            |           |
| EMAIL:   | TELEPHONE: |           |
| ADDRESS: |            |           |
| CITY:    | STATE:     | ZIP CODE: |

**STATE OF MAINE | LOW COST SERVICE CONTRACT**

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

|          |            |           |
|----------|------------|-----------|
| NAME:    |            |           |
| EMAIL:   | TELEPHONE: |           |
| ADDRESS: |            |           |
| CITY:    | STATE:     | ZIP CODE: |

**TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT**. Payment terms are net 30 days from the date the Department 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, 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 Contract number for this contract.
2. **INDEPENDENT CAPACITY**. The Provider is an independent contractor for whom no Federal or State Income Tax will be withheld by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, or similar benefits available to State employees will accrue.
3. **STATE HELD HARMLESS**. The Provider will indemnify, defend, and save harmless the Department, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description resulting from or arising out of the performance of this Contract by the Provider, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract. Nothing in this Contract shall be construed as a waiver of the privileges or immunities of the State, its governmental entities, or its employees.
4. **LIABILITY INSURANCE**. For the duration of this Contract, the Provider shall procure and maintain 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 the Provider and the Department from suits. **Prior to or upon execution of this Contract, the Provider shall furnish the Department with an acceptable "Certificate of Insurance" form.**
5. **TERMINATION**. This Contract may be terminated by the Department in whole, or in part, if the Department determines that such termination is in the best interest of the State. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which such termination becomes effective. The Contract may be equitably adjusted to compensate for such termination, and modified accordingly.
6. **EMPLOYMENT AND PUBLIC ACCESS**. State of Maine contracts for services are subject to statutory conditions related to nondiscrimination in employment, 5 M.R.S. § 784, and access to public records, 5 M.R.S. § 1816-A(4). The Provider has read and does agree to the terms of these conditions.

7. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract of the parties, and neither party shall be bound by any statement or representation, oral or written, not contained herein. This Contract may only be modified by a written instrument signed by both parties.
8. **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.
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. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
  - a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
  - b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

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

11. **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.
12. **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.

**ATTACHMENTS**

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

Include any attachments here. If not applicable, delete this page.