

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 260608000000000000137

COMMODITY/SERVICE DESCRIPTION: Bridge Joint Seal Components / Gland Seals

START DATE: 6/15/2026

END DATE: 6/30/2027

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

STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Office of State Procurement Services

ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta

STATE: ME

ZIP CODE: 04333-009

PROVIDER (also referred to herein as Vendor)

PROVIDER NAME: The DS Brown Company

ADDRESS: 300 East Cherry Street

CITY: North Baltimore

STATE: OH

ZIP CODE: 45872

PROVIDER'S VENDOR CUSTOMER #: VC0000169402

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

Department Representative:

Provider Representative:

Signed by:

8/20/2026

066BBD96EE5347F...

Michelle Knox, Senior Procurement Manager

Signed by:

8/14/2026

D393C273651440D...

Aurora Kurth, Senior Manager, Contracts

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANAGER: 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: Sterling Doiron	
EMAIL: sterling.doiron@maine.gov	TELEPHONE: 207 530-2706

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: Tara Majors	
EMAIL: TMajors@dsbrown.com	TELEPHONE: 419-601-7777

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

Master Agreement (MA) Procurement Method: RFQ # 17A 260427-275

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 to Rider A and Rider B
☒	RIDER D – Responsible Vendor Certification

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

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I. CONTRACT PERIOD:

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

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

II. COMMODITY: Bridge Joint Seal Components / Gland Seals

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

III. SPECIFICATIONS

This Master Agreement is for the purchase of MaineDOT bridge joint seals and related materials awarded under RFQ 17A 260427-275. This Master Agreement is for materials only. Installation labor is not included.

Products available under this Master Agreement shall be limited to the specific items bid, priced, and awarded to The D.S. Brown Company under RFQ 17A 260427-275, as reflected in the incorporated Bid Price Sheet and/or catalog/pricing documents. Items left blank or not priced in the bid submission are considered no-bid items and are not included in this Master Agreement unless later added by written amendment.

The State reserves the right to add other similar items or commodities to the Master Agreement if it is in the State's best interest, but this does not obligate the State to purchase similar noncontracted items or commodities from the Vendor.

The Vendor shall provide bridge joint seals and related materials, which may include, but are not limited to:

- Compression seals;
- Silicone coated / pre-compressed foam seals;
- Non-brand-specific gland seals;
- Lubricant adhesive;
- Sealant;
- Primer;
- Backer rod;
- Splice adhesive;
- Transition/corner materials; and
- Other related bridge joint seal installation materials.

All materials furnished under this Master Agreement shall be new, unused, and shall conform to the applicable product category, size/width, unit of measure, manufacturer specifications, RFQ requirements, and MaineDOT requirements applicable to the item ordered.

Compression Seals

Compression seals, including related seal materials and installation materials, shall be furnished in accordance with the RFQ specifications, MaineDOT Division 700, Section 714 – Joint Seals, and the seal manufacturer's published recommendations.

Compression seal materials shall meet the applicable requirements of MaineDOT Division 700, Section 714, including but not limited to:

- Section 714.01 – Elastomer for Seal Elements;
- Section 714.03 – Lubricant Adhesive;
- Section 714.04 – Sealant; and
- Section 714.05 – Compression Seals.

Compression seals shall be multi-channel extruded shapes made of preformed elastomeric polychloroprene joint seal material conforming to AASHTO M 297.

The seal shall be marked on the top surface with the manufacturer's name or trademark, lot number, and size designation at intervals of five feet or less.

Actual seal dimensions shall not differ from the nominal dimensions by more than 1/16 inch per inch of depth or width, or a maximum of 1/4 inch, whichever is less.

As received from the supplier, seals may contain one splice for each continuous length of fifty feet or greater. Sections under fifty feet long shall not have any splices. Splices at abrupt angular changes in horizontal alignment will be allowed. Splices in compression seals may be vulcanized or adhesive bonded.

Unless otherwise specified by MaineDOT at the time of order, compression seals shall be preadjusted in the fabrication facility to the opening required at forty-five degrees Fahrenheit.

Lubricant Adhesive

Lubricant adhesive shall be a one-part, moisture-curing polyurethane and aromatic hydrocarbon solvent mixture meeting the following minimum physical properties:

- Solids content: 60% minimum;
- Service range: 5°F to 120°F minimum;
- Film strength: 500 psi minimum, ASTM D412; and
- Elongation at break: 175% minimum.

Each lot of lubricant adhesive shall be delivered in sealed containers plainly marked with the manufacturer's name or trademark and date of manufacture. Maximum shelf life shall not exceed six months unless otherwise accepted by MaineDOT in writing.

Sealant

Sealant shall be a one-part, moisture-curing, polyurethane-based, non-sag, elastomeric product conforming to Federal Specification TT-S-00230C(2), Type II, Class A, or ASTM C920, Type S, Grade NS, Class 25.

Each lot of sealant shall be delivered in sealed containers plainly marked with the manufacturer's name or trademark and date of manufacture. Maximum shelf life shall be as recommended by the manufacturer.

Silicone Coated / Pre-Compressed Foam Seals

Silicone coated / pre-compressed foam seals shall be silicone pre-coated, preformed, pre-compressed, self-expanding seal systems, including related installation materials, furnished in accordance with the RFQ specifications and the manufacturer's published recommendations.

The expansion joint system shall be comprised of the following components:

- Cellular polyurethane foam impregnated with hydrophobic 100% acrylic, free in composition of waxes or asphalts, water-based emulsion, and factory coated with highway-grade, fuel-resistant silicone; and
- Field-applied epoxy adhesive primer.

The impregnation agent shall have proven non-migratory characteristics.

The silicone coating shall be highway-grade, low-modulus, fuel-resistant silicone applied to the impregnated foam sealant at a width greater than the maximum allowable joint extension and which, when cured and compressed, will form a bellows.

Material shall be capable of movement of +50% and -50%, for 100% total movement of nominal material size.

Transitions shall be warranted to be watertight at inside and outside corners through the full movement capabilities of the product.

All products shall be certified by independent laboratory test report to be free in composition of waxes or wax compounds using FTIR and DSC testing, when applicable to the item ordered.

All products shall be certified in writing as capable of withstanding 150°F / 65°C for three hours while compressed down to the minimum movement capability dimension of the basis-of-design product, -50% of nominal material size, without evidence of bleeding of impregnation medium from the material, when applicable to the item ordered.

The same material, after the heat stability test and after first being cooled to room temperature, shall subsequently self-expand to the maximum movement capability dimension of the basis-of-design product, +50% of nominal material size, within twenty-four hours at room temperature, 68°F / 20°C, when applicable to the item ordered.

The joint seal system shall be supplied pre-compressed to less than the joint size and packaged in shrink-wrapped lengths with a mounting adhesive on one face.

Non-Brand-Specific Gland Seals and Related Materials

Non-brand-specific gland seals, backer rod, splice adhesive, primer, transition/corner materials, and other related bridge joint seal installation materials shall conform to the applicable product literature, manufacturer specifications, RFQ requirements, and MaineDOT needs for the item ordered.

MaineDOT or its designee is responsible for identifying the required product, verifying field conditions, and confirming compatibility with the existing bridge joint system, including joint type, joint size, joint movement, seal profile, blockout conditions, and installation requirements.

No substitutions, alternate products, or non-contract items may be supplied unless approved in writing by the State through contract amendment or other written authorization prior to order placement.

Delivery, Handling, and Storage

Products shall be delivered in the manufacturer's original, intact, labeled containers or packaging.

Products shall be handled and protected as necessary to prevent damage or deterioration during shipment, handling, and storage.

Products shall be stored in accordance with the manufacturer's instructions.

The Vendor shall provide safety data sheets, product data sheets, manufacturer literature, installation guidance, warranty information, and other compliance documentation upon request by MaineDOT or OSPS.

Measurement

Compression seals, silicone coated / pre-compressed foam seals, and non-brand-specific gland seals shall be priced by linear foot unless otherwise stated in the Bid Price Sheet.

Lubricant adhesive, sealant, primer, backer rod, splice adhesive, transition/corner materials, and other related installation materials shall be priced by the unit of measure listed in the Bid Price Sheet.

Compliance

All items shall conform to the specifications, product category, size/width, unit of measure, manufacturer recommendations, packaging requirements, delivery requirements, and other requirements listed in the RFQ, Bid Price Sheet, and this Master Agreement.

The State may request supplementary documentation to verify compliance with the RFQ specifications and Master Agreement requirements. Failure to provide requested documentation may result in rejection of delivered materials or other contract action.

Any deviation from the specifications, Bid Price Sheet requirements, manufacturer recommendations, packaging requirements, delivery requirements, or approved products may result in rejection of the materials.

IV. AMENDMENTS TO SPECIFICATIONS

Not Applicable

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable

VI. CONTRACTED PRICING/RATES

Contracted product pricing shall be in accordance with the AdvantageME catalog established for MA 18P 26060800000000000137. The catalog is incorporated into this Master Agreement for the purpose of identifying the awarded products, supplier part numbers, item descriptions, units of measure, and contracted unit pricing available under this Master Agreement.

Product unit pricing in the AdvantageME catalog applies only to the awarded products and materials. Product unit pricing does not include freight.

No alternate, substitute, or non-awarded product may be supplied unless approved by the State through written amendment to this Master Agreement prior to order placement.

In the event of any conflict between Riders A or B, as modified by Rider C, Riders A and B, as modified by Rider C, shall control.

Freight Charges: Product unit pricing under this Master Agreement does not include freight. Freight shall be quoted separately by the Vendor on a per-order basis based on quantity, delivery location, and applicable carrier rates. Freight must be reviewed and approved by the ordering agency prior to order placement.

Although freight is quoted and billed separately, the Vendor remains responsible for arranging delivery FOB Destination. The State shall not bear responsibility for the goods until the State takes possession at the destination point of delivery.

Prices / Freight / FOB Destination: Product unit pricing under this Master Agreement does not include freight. Freight shall be quoted separately by the Vendor on a per-order basis based on quantity, delivery location, and applicable carrier rates. Freight must be reviewed and approved by the ordering agency prior to order placement.

Although freight is quoted and billed separately, all deliveries shall remain FOB Destination. The Vendor is responsible for arranging delivery to the State's destination point, and the State shall not bear responsibility for the goods until the State takes possession of them at the destination point of delivery.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacturer supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine departments, agencies, bureaus, offices, and divisions are authorized to utilize this Master Agreement. The Maine Department of Transportation is anticipated to be the primary user of this Master Agreement, but use is not limited to MaineDOT.

Municipalities, political subdivisions, and school districts in Maine:

- ☐ Are NOT permitted to utilize this MA.
- ☒ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Delivery Locations:

Delivery may be required to the following MaineDOT locations:

Region	Location	Address	City/State/ZIP
Region 1	Dunstan Maintenance Lot	570 US Route 1	Scarborough, ME 04070
Region 2	Region 2 MaineDOT Lot	420 Lewiston Rd.	West Gardiner, ME 04345
Region 3	Region 3 MaineDOT	547 Main St.	Dixfield, ME 04224
Region 4	MaineDOT Maintenance Lot	991 Fuller Rd.	Carmel, ME 04419
Region 4	MaineDOT Headquarters	219 Hogan Rd.	Bangor, ME 04401
Region 4	MaineDOT Maintenance Lot	327 Thorsen Rd.	Hancock, ME 04640
Region 4	MaineDOT Maintenance Lot	58 Old County Rd.	Pembroke, ME 04666
Region 5	MaineDOT Maintenance Lot	159 Bangor St.	Houlton, ME 04730
Region 5	MaineDOT Maintenance Lot	33 Spruce St.	Presque Isle, ME 04769

Additional MaineDOT delivery locations may be provided at the time of order if approved by the State.

Freight must be quoted separately for each order and approved by MaineDOT before the order is placed.

Delivery and Inspection: The vendor is responsible for delivering all materials in first-class condition at the point of delivery and in accordance with good commercial practice. Bridge joint seal components and related materials ordered under this Master Agreement will be inspected after delivery. If any shipment is deemed unacceptable, the delivery may be refused and returned at the risk and expense of the vendor.

RIDER B: TERMS and CONDITIONS**1. DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:

- a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
- d. The term "OSPS" shall refer to the State of Maine Office of State Procurement Services.
- e. The term "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" 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 Provider.

2. WARRANTY. The Provider 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 OSPS, 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 Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider 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. OSPS shall give written notice of observed defects with reasonable promptness.

3. TAXES. Provider 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. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS 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 OSPS.

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 Provider's deliveries fail to meet such schedule, OSPS, 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 Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider 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 OSPSO'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 Provider 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 OSPS. If the Provider'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 Provider 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 Provider to meet the required delivery schedule.
6. **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.
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. OSPS, 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 Provider's expense. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by OSPS.
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 OSPS.

9. **MODIFICATIONS.** OSPS 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 Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Provider fails to deliver specified materials or services, or
- c. If Provider fails to perform any of the provisions of this Agreement, or
- d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Provider 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 OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

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. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. **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.

14. **DISPUTES.** OSPS 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. OSPS 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 Provider.

15. **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.

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 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. 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.

18. 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.

19. 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

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

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

- 21. 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 A AND RIDER B

This Rider C modifies Rider A and Rider B only as expressly stated below. All other terms and conditions of the Master Agreement remain unchanged and in full force and effect.

1. Rider A, Section VIII – Ordering Procedures/Delivery Information

The Delivery and Inspection paragraph in Rider A, Section VIII is replaced with the following:

Delivery and Inspection: The Vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The State shall inspect the materials ordered from the resulting Master Agreement within a reasonable time after delivery and provide written notice to Vendor of any patent or apparent defect, shortage, or rejection within ten (10) business days of delivery. The State shall provide written notice to the Vendor of any latent defect, latent shortage, or rejection within thirty (30) business days of delivery.

If shipments are deemed unacceptable and timely written notice of rejection is provided, the delivery may, at the State's election, be refused and will be returned at the risk and expense of the selling Vendor. Failure to provide timely written notice of rejection shall be deemed acceptance of the goods or materials by the State; provided, however, that the State's acceptance shall not void any warranty claims under this Contract.

2. Rider B, Section 7 – Inspection

Rider B, Section 7 – Inspection is replaced with the following:

Subject to the additional specifications set out in Section VIII of Rider A to this Master Agreement, 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. OSPS, at its option, may reject any article or work not in conformity with the requirements and terms of this Agreement. OSPS 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 Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider'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 OSPS.

3. Rider B, Section 9 – Modifications

Rider B, Section 9 – Modifications is replaced with the following:

OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this Agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing signed by Buyer and the State. If any such modifications are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider 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.

4. Rider B, Section 10 – Termination

Rider B, Section 10(f) is retained and is not modified by this Rider C.

For avoidance of doubt, the State retains the right to terminate the whole or any part of this Agreement whenever, for any reason, the State determines that such termination is in the best interest of the State.

5. Rider B, Section 11 – Non-Appropriation

Rider B, Section 11 – Non-Appropriation is replaced with the following:

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 may terminate this Contract upon written notice to the Provider, without further obligation for future performance following the effective date of termination or any liability for such non-performance. Notwithstanding such termination, the State shall remain obligated to pay, in accordance with the terms of this Contract, for conforming goods properly ordered by purchase order prior to the effective date of termination and delivered to and accepted by the State.

6. Rider B, Limited Remedies

The following new section is added after Rider B, Section 15 – Subletting, Assignment or Transfer: LIMITED REMEDIES. Except as expressly provided in this Contract, the remedies expressly set forth herein shall be the sole and exclusive remedies of the parties for any claim arising out of or relating to the provision of goods or services under this Contract. Nothing in this Section shall be construed to limit the State's rights under Sections 2 (Warranty), 7 (Inspection), 10 (Termination), or 16 (State Held Harmless), or any remedies required by applicable law.

7. Rider B, Section 16 – State Held Harmless

Rider B, Section 16 – State Held Harmless is replaced with the following:

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, 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. Provider's total liability in damages to the State and its officers, agents, and employees shall not exceed payment received by Provider for the goods and materials furnished or to be furnished, resulting in the claimed loss or damage.

8. Rider B, Order of Precedence; Exclusion of Vendor Terms

The following new section is added to the end of Rider B:

ORDER OF PRECEDENCE; EXCLUSION OF VENDOR TERMS. Notwithstanding any provision to the contrary in any quotation, price list, acknowledgment, invoice, catalog, or other document of the Provider, including without limitation any statement that the Buyer's purchase constitutes acceptance of the Provider's terms available at www.dsbrown.com/termsforsale, the terms and conditions set forth in Riders A and B, as modified by Rider C, shall govern and control this Agreement and shall prevail in the event of any conflict or inconsistency. Any such Provider terms are hereby rejected and shall be of no force or effect unless expressly agreed to in a written amendment to this Agreement executed by the State.

9. Payment Terms

The following new section is added to Rider A, Section VI – Contracted Pricing/Rates:

PAYMENT TERMS. For orders requiring shop drawings, the Vendor shall invoice thirty percent (30%) of the order value upon submission of the shop drawings. The remaining seventy percent (70%) of the order value shall be invoiced upon shipment of the materials. Payment of invoices shall be due net thirty (30) days following the State's receipt of a properly submitted invoice.

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:	Title:
Aurora Kurth	Senior Manager, Contracts
Authorized Signature:	Date:
Signed by: 	8/14/2026

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