

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 26081900000000000029	
COMMODITY/SERVICE DESCRIPTION: Snowmobile Trail Signs and Related Stickers	
START DATE: 9/8/2026	END DATE: 7/31/2027

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., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Voss Signs LLC		
ADDRESS: PO Box 553		
CITY: Manlius	STATE: NY	ZIP CODE: 13104-0553
PROVIDER'S VENDOR CUSTOMER #: VC1000094882_2		

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

Department Representative:

Provider Representative:

Signed by:

 068BBD96EE5347F...
 Michelle Knox, Senior Procurement Manager

9/8/2026

Signed by:

 900CADF24C86459...
 Courtney Russell, Head Sale Representative

9/8/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: 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: Courtney Russell	
EMAIL: vosssigns@vosssigns.com	TELEPHONE: 315-682-6418

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 01A 260609-309

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 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, OSPS, at its discretion, may renew the Contract for up to four (4) additional one-year periods.

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

II. COMMODITY: Snowmobile Trail Signs and Related Stickers

This Master Agreement permits the Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, Off-road Recreational Vehicle Office, Snowmobile Program to purchase snowmobile trail signs and related stickers on an as-needed basis.

The Contractor shall manufacture, package, and deliver the products identified in the awarded RFQ 01A 260609-309 Bid Price Sheet in accordance with this Master Agreement.

The State reserves the right to add other similar items or commodities to this Master Agreement when determined to be in the State's best interest. This provision does not obligate the State to purchase similar noncontracted items from the Contractor.

SPECIFICATIONS**A. General Requirement**

The Contractor shall manufacture and deliver Snowmobile Trail Signs and related stickers in accordance with:

1. RFQ 01A 260609-309;
2. The Contractor's awarded bid response;

3. The awarded RFQ 01A 260609-309 Bid Price Sheet;
4. The Contractor's submitted manufacturer/product documentation;
5. Any copy, sample, artwork, or production proof subsequently approved in writing by the Requesting Department; and
6. The requirements of this Master Agreement.

In the event of a conflict, the requirements of this Master Agreement and Appendix B of RFQ 01A 260609-309 shall control, followed by the awarded Bid Price Sheet and then the Contractor's supporting product documentation.

B. Signs

All snowmobile trail signs furnished under this Master Agreement shall:

- Meet the applicable dimensions, design, wording, colors, and other item-specific requirements identified in the awarded Bid Price Sheet;
- Be manufactured from a minimum .024-gauge poly-flex plastic material;
- Be flexible and shatterproof to 50 degrees below Fahrenheit;
- Be Polydura 19, polyethylene, or the product accepted through the awarded bid; and
- Otherwise conform to the specifications and approved artwork applicable to the ordered item.

C. Stickers

All stickers furnished under this Master Agreement shall be engineering-grade material meeting the applicable specifications identified in the awarded Bid Price Sheet and the Contractor's accepted bid documentation.

D. Proofs

The Requesting Department may provide copy, artwork, samples, or other reference materials as needed.

Proofs shall be provided by the Contractor when requested by the Department. The Contractor shall not proceed with full production of an item requiring a proof until the Department has reviewed and approved the proof in writing.

Any approved proof shall establish the required design and appearance for the applicable item but shall not supersede an express written specification unless otherwise approved by the State in writing.

E. Packaging and Labeling

Signs shall be bundled in groups of twenty-five (25).

The weight of any individual shipping box shall not exceed fifty (50) pounds.

Each box must be clearly labeled to identify:

- Sign or sticker type;
- Applicable Bid Price Sheet line item; and
- Quantity contained in the box.

F. Overruns and Underruns

Underruns are not permitted unless approved in writing by the Requesting Department prior to shipment.

Production overruns shall not exceed three percent (3%) of the ordered quantity unless a greater overrun is approved in writing by the Requesting Department prior to shipment.

The State is not obligated to accept or pay for unauthorized quantities.

G. Estimated Usage

The estimated quantities identified in the awarded Bid Price Sheet are provided for planning and evaluation purposes and do not constitute a guaranteed minimum or maximum purchase quantity.

The Department anticipates placing at least one annual order, with additional orders placed on an as-needed basis during the Contract term.

Actual purchases will be based on program need, available funding, and inventory requirements.

III. AMENDMENTS TO SPECIFICATIONS

Not Applicable

IV. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable

V. CONTRACTED PRICING/RATES**Contracted Pricing**

The awarded RFQ 01A 260609-309 Bid Price Sheet submitted by Voss Signs LLC is incorporated into and made part of this Master Agreement for item descriptions, units of measure, and contracted unit prices.

The Contractor shall charge no more than the awarded unit price identified for each applicable Bid Price Sheet line item.

The Total Evaluated Bid Price used for award was \$46,904.00. This amount was calculated using the estimated quantities identified in the RFQ and is provided for award-reference purposes only. It does not constitute a guaranteed Contract value, minimum purchase commitment, or unit price.

No separate storage charge, delivery charge, freight charge, fuel surcharge, handling charge, or other additional charge may be invoiced to the State.

All contracted unit prices are FOB Destination and are all-inclusive. Pricing includes all costs necessary to manufacture and deliver the ordered products, including:

- Materials;
- Manufacturing and printing;
- Artwork/proofs when requested;
- Packaging;
- Bundling;
- Boxing;
- Handling;
- Freight and shipping; and
- FOB Destination delivery.

No additional freight, fuel, packaging, handling, proof, or similar charge may be assessed unless expressly authorized by the State in writing.

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question 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 manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

VI. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

Department of Agriculture, Conservation and Forestry
Bureau of Parks and Lands
Off-road Recreational Vehicle Office
Snowmobile Program

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:

VII. ORDERING PROCEDURES/DELIVERY INFORMATION:

A. Ordering Procedures

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5,000.00. If a DO is used, the DO will be emailed as a PDF to the Contractor contact identified on the Master Agreement.

Orders under \$5,000.00 may be placed using a State of Maine-issued P-Card or another State-authorized purchasing method, as applicable.

Each order shall identify, as applicable:

- Master Agreement number;
- Delivery Order or purchasing authorization number;
- Bid Price Sheet line item(s);
- Quantity ordered;
- Delivery location;
- Requested delivery date;
- Agency contact; and
- Any applicable artwork, proof, packaging, or delivery instructions.

B. Initial Order Delivery

The Contractor's awarded delivery commitment is thirty-five (35) calendar days After Receipt of Order (ARO).

The completed initial annual order must also be delivered no later than October 1, 2026, unless a different date is approved in writing by the Requesting Department.

The Contractor is responsible for meeting both the awarded delivery commitment and the required October 1, 2026, initial-order deadline.

C. Subsequent Orders

Unless otherwise approved in writing by the Requesting Department, subsequent orders shall be delivered within thirty-five (35) calendar days after the Contractor receives the applicable order.

If a proof is required for a particular order, the Contractor shall promptly provide the proof for Department review. Any necessary adjustment to the delivery schedule resulting from Department-requested proof review must be approved in writing by the Department.

D. Delivery Location

Primary Delivery Location:

Maine Department of Agriculture, Conservation and Forestry
Attn: Joe Higgins

Bolton Hill Facility
2870 Conservation Drive
Augusta, ME 04330

The exact delivery address and receiving instructions will be provided with each order. The State may designate another State of Maine delivery location when an order is placed.

E. Delivery and Inspection

Products will be inspected following delivery for compliance with this Master Agreement, RFQ 01A 260609-309, the awarded Bid Price Sheet, the Contractor's accepted bid documentation, and any applicable approved proof.

Products that are damaged, defective, or fail to comply with an express Contract requirement may be rejected.

Rejected or nonconforming products shall be removed and replaced by the Contractor at no additional cost to the State. All costs and risks associated with return and replacement shall be the responsibility of the Contractor.

F. Snowmobile Trail Sign Order Sheet

The Department may use its Snowmobile Trail Sign Order Sheet, or a substantially similar form, for internal ordering, program distribution, and tracking purposes.

The Snowmobile Trail Sign Order Sheet does not replace or modify this Master Agreement or the awarded Bid Price Sheet.

In the event of any conflict, this Master Agreement and Appendix B shall control, followed by the awarded Bid Price Sheet.

G. Invoicing

The Requesting Department generally requires one final invoice for the total annual delivered order unless otherwise approved in writing.

Each invoice must:

- Reference the applicable Master Agreement and/or Delivery Order;
- Identify the line items and quantities delivered;
- Identify the applicable contracted unit prices;
- Identify the delivery date; and
- Provide sufficient detail to support the total amount invoiced.

The State will pay only for quantities ordered, delivered, inspected, and accepted.

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 or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. 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](#).

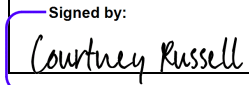
- 21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price 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 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:
Courtney Russell	Lead Sales Rep
Authorized Signature:	Date:
Signed by: 	9/8/2026

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