



**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 2204150000000000113	
COMMODITY/SERVICE DESCRIPTION: HVAC PM & Repair Services-Public Safety Troop A & B	
START DATE: 5/1/2026	END DATE: 4/30/2027

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., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: AAA Energy Service Co.		
ADDRESS: 4 Commercial Road		
CITY: Scarborough	STATE: ME	ZIP CODE: 04074
PROVIDER'S VENDOR CUSTOMER #: VC1000000181		

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

Department Representative:

Provider Representative:

Signed by:  
  
2D5B6E39F57E44A...  
 William Allen, Senior Procurement Manager  
 Date 2/10/2026

Signed by:  
  
427C21E5B6BA47B...  
 John Higgins, Maintenance & Project Sales  
 Date 2/10/2026

*The contract is fully executed when all parties have signed, and the documents have 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: Tom Paquette

EMAIL: [thomas.paquette@maine.gov](mailto:thomas.paquette@maine.gov)

TELEPHONE: 207-624-7890

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: John Higgins

EMAIL: [johnh@aaaenergy.com](mailto:johnh@aaaenergy.com)

TELEPHONE: 207-883-1473

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 16A 220401-0256

**TABLE OF RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Vendor Certification
<input checked="" type="checkbox"/>	RIDER G – Identification of Country in Which Contracted Work will be Performed

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

- I. CONTRACT PERIOD
- II. COMMODITY
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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

**I. CONTRACT PERIOD:**

Following the initial terms of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.

- Initial Term May 1, 2022, through April 30, 2024
- First Renewal May 1, 2024, through April 30, 2026
- Second Renewal May 1, 2026, through April 30, 2027

**II. COMMODITY: HVAC PM & Repair Services**

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****SCOPE OF WORK**

TO PROVIDE SEMI-ANNUAL COMPREHENSIVE HVAC PREVENTATIVE MAINTENANCE ON EQUIPMENT & REPAIR SERVICES

Locations:

Maine State Police Barracks Troop A in Alfred, Maine

Maine State Police Barracks Troop B in Gray, Maine

The quoted rate for the Semi-annual preventative maintenance must include all expected, regular PM parts, labor and milage.

Milage for non-semi-annual preventative maintenance cannot exceed the State of Maine rate paid to employees for statewide travel.

Billed parts prices may require documentation of the vendor paid cost to verify mark-up pricing.

**Troop A Equipment List:**

<b>EQUIPMENT LIST</b>			
<b>Equipment Type</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Area Served</b>
Oil fired boiler	Weil McLain	A-B-5 C68	building
Hot water pump	Taco	1610	building
Hot water unit heaters	Sterling	HS24S	Basement
Condensing units	York	H2CB060S06C	offices
Hot water coils	USA Coil & Air	F108-12-24	offices
Air handlers	York	K2EU060A06A	offices
Cabinet unit heaters	Sterling	various	Stairwells/etc.

<b>AIR FILTER and BELT LIST</b>							
<b>Filter Info</b>				<b>Belt Info</b>			
<b>Size</b>	<b>Qty.</b>	<b>Type</b>	<b>Changes/Year</b>	<b>Size</b>	<b>Qty.</b>	<b>Type</b>	<b>Changes/Year</b>
25x25x2	4	pleated	2	AX33	2	Cogged	1
9 ¾ x 12 x 1/2	5	fiber	1				

**Troop A Service Types:**

<b>SERVICE TYPE</b>	<b>TASK DESCRIPTIONS</b> <i>(note: some tasks do not apply to all types of equipment)</i>	
Cooling Season Maintenance <b>(CM)</b>	<ul style="list-style-type: none"> <li>• Check refrigerant pressures and or line temps</li> <li>• Check motor amperage and voltage</li> <li>• Check electrical connections and wiring</li> <li>• Check control components at units</li> <li>• Replace filters and belts</li> <li>• Inspect blower wheels</li> </ul>	<ul style="list-style-type: none"> <li>• Clean condensates drain pan and trap as needed</li> <li>• Inspect coil surfaces and clean as necessary (once per agreement year)</li> <li>• Check equipment operation</li> <li>• Check thermostat operation and program as needed</li> <li>• Check economizer operation</li> </ul>
Cooling Season Inspection <b>(CI)</b>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>
Heating Season Maintenance <b>(HM)</b>	<ul style="list-style-type: none"> <li>• Check oil pressures and inspect for fuel leaks</li> <li>• Clean boilers and heat exchanger surfaces</li> <li>• Check heat exchangers for cracks and holes</li> <li>• Replace oil nozzle, oil filter and oil strainer</li> <li>• Perform efficiency test oil heating equipment</li> <li>• Replace filters and inspect belts</li> </ul>	<ul style="list-style-type: none"> <li>• Check motor amperage and voltage</li> <li>• Check electrical connections and wiring</li> <li>• Check control components at units</li> <li>• Check equipment operation</li> <li>• Check thermostat operation and program as needed</li> </ul>
Heating Season Inspection <b>(HI)</b>	<ul style="list-style-type: none"> <li>• Not applicable</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

Equipment Maintenance <b>(EM)</b>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
Equipment Inspection <b>(EI)</b>	<ul style="list-style-type: none"> <li>Inspect wiring and check for leaks</li> </ul>	

**Troop B Equipment List:**

<b>EQUIPMENT LIST</b>			
<b>Equipment Type</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Area Served</b>
Oil fired boiler	HB smith	19-2	building
PTAC	Carrier	TBD	Switchboard
Air handling units	Trane	TWV042B140A	North Wing
Condensing units	Trane	TTD742B100A1	North Wing/Dispatch
Air handling unit	Trane	TWV036B140A0	CFD office
Condensing unit	Trane	TTD736B100A1	offices
Air handling unit	Trane	TWV048B140A0	Lieutenant's office
Condensing unit	Trane	TTD730B100A0	Office
Hot water pumps	Taco	1610	building
Condensing units	Fujitsu	AOU36RLXB	Dispatch
Air handlers	Fujitsu	ASU36RLXB	Dispatch

<b>AIR FILTER and BELT LIST</b>					
<b>Unit ID</b>	<b>Filter Info</b>				<b>Belt Info</b>
	<b>Size</b>	<b>Qty.</b>	<b>Type</b>	<b>Changes/Year</b>	<b>Size</b>
AHU's	24X24X2	8	pleated	2	DD

**Troop B Service Types:**

<b>SERVICE TYPE</b>	<b>TASK DESCRIPTIONS</b> <i>(note: some tasks do not apply to all types of equipment)</i>
Cooling Season Maintenance <b>(CM)</b>	<ul style="list-style-type: none"> <li>Check refrigerant pressures and or line temps</li> <li>Check motor amperage and voltage</li> <li>Check electrical connections and wiring</li> <li>Check control components at units</li> <li>Replace filters and belts</li> <li>Inspect blower wheels</li> </ul>

Cooling Season Inspection <b>(CI)</b>	<ul style="list-style-type: none"> <li>Not Applicable</li> </ul>
Heating Season Maintenance <b>(HM)</b>	<ul style="list-style-type: none"> <li>Check oil pressures and inspect for fuel leaks</li> <li>Clean boilers and heat exchanger surfaces</li> <li>Check heat exchangers for cracks and holes</li> <li>Replace oil nozzle, oil filter and oil strainer</li> <li>Perform efficiency test oil heating equipment</li> <li>Replaced filters/wash heat pump filters</li> </ul>
Heating Season Inspection <b>(HI)</b>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
Equipment Maintenance <b>(EM)</b>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
Equipment Inspection <b>(EI)</b>	<ul style="list-style-type: none"> <li>Inspect wiring and check for leaks</li> </ul>

Trouble Call Response required 24/7 365

Semi-Annual Preventative Maintenance Rate \$ \_\_\_\_\_

Regular Hourly Labor Rate \$ \_\_\_\_\_

Overtime Hourly Labor Rate \$ \_\_\_\_\_

Additional Charges \$ \_\_\_\_\_

**IV. AMENDMENTS TO SPECIFICATIONS**

None or Not Applicable for initial period

**V. AMENDMENT/EXTENSION PRICING/RATE CHANGES**

Extension at current rates.

**VI. CONTRACTED PRICING/RATES**

**Cost Schedule**

**Required schedule of performance is covered in Rider A**

The quoted rate for the Semi-annual preventative maintenance includes all expected, regular PM parts, labor and milage.

**Troop A**

Semi-Annual Preventative Maintenance (PM) Rate

May 1, 2022 – April 30, 2023,	\$665.00 per PM
May 1, 2023 – April 30, 2024,	\$689.00 per PM
May 1, 2024 – April 30, 2025,	\$720.00 per PM
May 1, 2025 – April 30, 2026,	\$753.00 per PM
May 1, 2026 – April 30, 2027,	\$791.00 per PM

**Troop B**

Semi-Annual Preventative Maintenance Rate

May 1, 2022 – April 30, 2023,	\$840.00 per PM
May 1, 2023 – April 30, 2024,	\$869.00 per PM
May 1, 2024 – April 30, 2025,	\$926.00 per PM
May 1, 2025 – April 30, 2026,	\$972.00 per PM
May 1, 2026 – April 30, 2027,	\$1,020.00 per PM

**Hourly Labor Rates**

Troop A & B	Regular	Overtime
May 1, 2022 – April 30, 2024,	\$108.00	\$162.00
May 1, 2024 – April 30, 2026,	\$111.00	\$166.50
May 1, 2026 – April 30, 2027,	\$114.00	\$171.00

Milage for non-semi-annual preventative maintenance cannot exceed the State of Maine rate paid to employees for statewide travel. The current rate is \$0.45 per mile.

**Payment Deductions:** Deductions may be made for items listed in Rider A which are not accomplished. The Agreement Administrator will determine a fair and reasonable amount for the deduction.

It will be the burden of the Provider to prove that all billed services have been provided at levels that meet or exceed contractually obligated standards. Providing inaccurate billing can result in the contract being terminated.

**Parts Markup:** Non-PM Parts. Part markup is based on the individual part price, not the total cost of the parts for the job.

Parts Markup over cost - non-PM	<b>EXAMPLE: Part cost AAA:</b>
0-20.00 x 2.75	\$10.00 would be \$27.50
20.01-150.00 x 2.30	\$100.00 would be \$230.00
150.01 - 1500.00 x 2.0	\$200.00 would be \$400.00
1500 & up x 1.75	\$1000.00 would be \$1,750.00

**Other Charges**

- Truck Charge, \$50.00 per vehicle, per day
- Refrigerant Recovery \$95.00
- Vacuum Pump \$20.00
- Torch Charge \$10.00

**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.

## VII. AUTHORIZED USERS:

### **State of Maine Departments authorized to utilize this MA contract:**

Maine State Police

### **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:** Maine State Police Barracks Troop A in Alfred, Maine  
Maine State Police Barracks Troop B in Gray, Maine. The exact addresses will be provided to the vendor at the time the order is placed.

**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 sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling 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 to the 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 invoices, 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 out on 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 these 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 modifications shall be in writing. If any such modification is 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 C: EXCEPTIONS TO RIDER B**

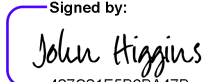
N/A

**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 are 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: John Higgins	Title: Sales Representative
Authorized Signature: Signed by:  <small>427C21E5B6DA47D...</small>	Date: 2/10/2026

## 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: \_\_\_\_\_**

**Other. Please identify 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.