

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 25032100000000000091	
COMMODITY/SERVICE DESCRIPTION: Modular, Open Concept & Stand-Alone Executive Furniture	
START DATE: 1/20/2020	END DATE: 4/30/2026

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: Vallee Interiors Inc		
ADDRESS: 635 Eastern Avenue		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER'S VENDOR CUSTOMER #: VS0000030204		

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

Department Representative:

Provider Representative:

Signed by:

William J.E. Allen

2D5B6E39F57E44A...

William Allen, Senior Procurement Manager

Date 9/22/2025

Signed by:

Thomas J Vallee

A9B0628CA48844D...

Thomas J Vallee, President

Date 9/22/2025

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

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: Thomas Paquette	
EMAIL: 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: TJ Vallee	
EMAIL: tj@vallee-interiors.com	TELEPHONE: 207-592-1324

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 18P 19102100000000000129

New Vallee Master Agreement:

Original MA 18P 220217*0068, Vendor Vallee Configurations this company was sold.

New Master Agreement MA 18P 250321*0091 Vendor Vallee Interiors will be taking over the operation under a new vendor customer number.

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
☒	RIDER D – Responsible Bidder Certification

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

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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 extension periods.

- ☒ Initial Term January 1, 2020, Through December 31, 2021
- ☒ First Renewal January 1, 2022, through December 31, 2023
- ☒ Second Renewal January 1, 2024, through December 31, 2024
- ☒ Temporary Extension to post RFP January 1, 2024, through April 30, 2025
- ☒ Temporary Extension to post RFP May 1, 2025, through September 30, 2025
- ☒ Temporary Extension to post RFP October 1, 2025, through April 30, 2026

II. COMMODITY: Modular, Open Concept & Stand-Alone Executive Furniture MA

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. AMENDMENTS TO SPECIFICATIONS

New Modular Systems Furniture, Open Concept Furniture, and Stand-Alone Executive Style Furniture Statewide Master Agreement.

This Master Agreement covers the following Products:

Open Plan Systems Furniture.

Logiflex Furniture

This Master Agreement also includes design, project management and installation services.

NOTE: This Master Agreement does not include any seating. All seating is covered under separate contracts.

IV. SPECIFICATIONS

PRODUCT SPECIFICATIONS:

- Systems Furniture that includes acoustic freestanding panel partitions, miscellaneous workstation components and workstation accessories either to match existing installation or for new installs. Offerors must provide a comprehensive modular system that is capable of offering multiple configurations and viable solutions for an entire organization, including the clerical, product worker areas, the private enclosed areas, and the executive office. The system must come in a range of finishes, fabrics, and colors to harmonize and coordinate with the system and existing surroundings.
- All furniture offered shall meet or exceed the requirements of ANSI/BIFMA standards (American National Standards Institute & Business and Institutional Furniture Manufacturer's Association) (most recent issue) and will be free of defects and imperfections which might affect user safety, appearance, and life expectancy. Construction and design must address the requirements for daily commercial use.
- All panels must meet or exceed Class A requirements for flame spread and spark development as specified by the current National Fire Protection Association Life Safety Code # 101 and the Underwriter's Laboratories requirements for use with energy distribution components (Listed by UL under Office Furnishings QAWZ, as tested by Standard UL 1286). Permanently fire-retardant Fabrics must be used on all panels, tack boards and flipper doors.
- Panels should be tested according to BIFMA (Business and Institutional Furniture Manufacturer's Association) (or similar) criteria as regards panel deflection/lean, surface impact resistance, shelf deflection/strength, lateral file, and flipper lid cycle.
- Only acoustical panels may be provided under this contract unless prior approval by this department is given.
- Offerors must ensure that equipment offered as manufactured or by modification be accessible to persons with disabilities as outlined in the current Federal "Americans with Disabilities Act" before the equipment will qualify to be purchased by the State.
- Contractor must provide detailed written cost estimates, including drawings, in advance for all jobs.
- Contractor must provide itemized invoices that clearly show each component, with manufacturer's part number that is being charged as well as any other charges being made against the job.
- Contractor must entertain stored existing modular in any configuration at the department's request.
- Contract(s) will be for specific manufacturer's lines. Products not covered under the product lines or not listed in the price book may not be sold without permission of the Division of Procurement Services.

A. Work Surfaces

Work surfaces shall be panel supported or free standing. They shall be constructed so they are fully

cantilevered and require no additional legs or end panels. Work surfaces must not rely on pedestals for support. Hanging brackets should require no tools for installation. Tops are to be warp resistant three-ply composition of at least one inch particle board, faced with either high pressure plastic laminate or wood veneer. Undersides shall be smooth finished and predrilled to accept hanging drawer storage. Work surfaces shall have available a grommet or exit cap for wire/plug management.

B. Acoustical Rating

Offerors must bid acoustic panels which have a minimum NRC (Noise Reduction Coefficient) rating of .80; STC (Sound Transmission Classification) rating of 23 or higher; meets or exceeds Speech Privacy/NIC (Noise Isolation Class) barrier ranking that 21 at a distance of 7 feet and flanking rating at of 22 at a distance of 12 feet.

C. Product Longevity

Offerors product must be manufactured by an established source which has been producing the proposed system essentially in its present form for at least 10 years.

D. Panel System

Offerors' panel system must be capable of variety of configurations, with the capability of arranging two, three or four panels radiating from a single point. It is to be a nonprogressive connection system which allows removal of a panel in the middle of a configuration without disassembly of the entire run and allows for installation to begin at any point, not only at the end of an assembly. Panels must be joined in a way that ensures there will be continuous, full height top-to-bottom seal for acoustic and visual integrity. All panel faces shall be uniform in appearance, showing no blisters, tears, waves, or unfinished edges. Panels must have raceways that are able to accept communication and computer wiring as well as an electrical distribution system. Panels should have suitable sized glides to support the weight of the system allowing the movement of an entire workstation without disassembly. Frame shall be galvanized steel made around the perimeter of the panel; steel reinforced on each corner, and positioned so the openside is towards the frame perimeter permitting easy cable access. The frame and structural support shall

be resistance welded to form a rigid structural unit. On all panels wider than 42", a third vertical support member shall be resistant welded to the frame. Each fabric covered panels shall have a single piece fabric covering that shall be stretched over the entire face of the panel. The fabric shall be attached securely and continuously along the entire perimeter of the panel and shall be capable of being removed and replaced in the field. Provide product literature that clearly describes the construction of the panel. This description must include panel thickness, core makeup, etc. The fabric panel shall be tackable with the use of "T" pins. Panel Raceways shall consist of the following components:

- Raceway Pan a 14-gauge galvanized steel pan shall run the width of the panel and form a third horizontal structural cross member.
- Support Housing a two-fiberglass filled, structural nylon support housing to be included in each panel.

- Interlock Block be contained in the base of each panel. The interlock shall be made from either die cast aluminum or die cast zinc. The interlocks of panels shall mate with interlocks of adjacent panels providing lateral support and uniform height.
- Glides will provide 3-1/2" of vertical adjustment. Each panel contains a minimum of two glides.
- Base – The 4-5/8" high, 3-1/4" deep base shall be galvanized, 24-gauge cold rolled steel base plate, 2 steel support posts, and 2 cable management side covers of extruded, fire-retardant PVC or polyphenylene oxide (Noryl) plastic. The support posts shall be press-fitted into the bottom of the panel's core. The side covers shall have grooved edges (with the groove on the bottom hinging the side cover to the base and the groove on the top hooking the side cover under a plastic lip on the bottom of the panel). Side covers with receptacle locations shall have snap-in fillers of UL 94 V-0 rated material.
- Raceway Covers will be offered in powered and non-powered versions. They shall be made of 22-gauge powdered coated steel and will be 4" high. The powered version shall contain openings for the use of U.S. standard receptacles. These openings will have an injection-molded bezel to cover the opening when receptacles are not being used. Raceway covers shall be secured with a rooftop latch and spring clips at the bottom.
- Data Raceway Covers shall be the same construction as raceway covers but will have data access opening to accommodate a data faceplate and modular jack.
- Panel Trim Rails shall be constructed of aluminum.
- Top Caps all panels shall have a top trim cap made from rigid PVC with trim color permeating throughout the entire part with textured surface to hide fingerprints.

E. System Hardware

The proposed system should have a variety of connectors to allow flexibility of design. Connectors must allow the skidding of several joined panels and should not allow dimensional gain at a panel-to-panel joint. The system must have connectors that work well under a variety of tolerances, such as uneven floors. Current components must be able to fit older installations of the same brand and must be of uniform quality.

F. Electrical/Communications/Computer Provisions

The electrical system **MUST NOT** have a shared neutral wire and have a minimum of three circuits. Components must be compatible with any of the various building electrical supplies. The electrical circuits must be capable of running throughout a panel installation, including multiple panel intersections while maintaining polarization, continuous grounding, and circuit capacity.

Electrical systems should be listed by UL in compliance with the National Electrical Code, should be tested as installed in the panel. Telecommunications/computer network wires shall run through a panel installation, including multiple panel intersections. Wire management and electrical should be unobtrusive and blend aesthetically with the product. The electrical system must be able to adapt to panel reconfiguration. The system should provide clear trade separation. The system shall include supply, distribution, utilization and wire management components and assemblies. Receptacles shall lock into power blocks and shall be dedicated to, and marked for, a particular circuit. All conductors shall be 600V, 90 degree C, and made of #12 AWG copper. All circuits must be at 20 AMP.

- The 8 conductors shall be:
 - 4 hot lines of #12 (12 gauge) AWG copper wire, each rated at 20 amps
 - 2 neutral lines of #10 (10 gauge) AWG copper wire
 - 2 ground lines (1 common ground and 1 isolated ground) of #12 (12 gauge) AWG copper wire
- The 8 conductors shall be color coded:
 - Green common ground
 - Green/Yellow isolated ground
 - White w/black lettering shared (common) neutral
 - White w/red lettering isolated neutral
 - Black hot circuit A
 - Red hot circuit B
 - Blue hot circuit C
 - Pink hot circuit D

The conductors, which run the length of the harness, shall be encased in a flexible insulation over mold of polyvinyl chloride (PVC) and contained in the metal housing.

G. System Components

The system should have a full range of panel hang-on components to include drawer units, various sizes. work surfaces fully adjustable keyboard tray, shelving, shelf covering units, information processing support products, lateral files, vertical files, under shelf lights, paper handling accessories, tack boards, signage, coat hooks, display products and counter caps. All components must have a positive locking system so that once they are in place they cannot be accidentally dislodged. Work surfaces and shelving units must be interchangeable. All hanging components shall be modular and selectively removable and replaceable without disturbing adjacent components and be removed and repositioned. All surfaces must be finished on all edges and both top and bottom. Components are to fit and finish to match panels and when installed to fit properly in place without requiring modification.

H. Drawer Storage

All drawer assemblies should be steel construction. Edges must be radiused on exposed areas where body contact is most likely to occur. Drawers are to be shipped fully assembled, ready for installation upon delivery. Both hanging and free-standing pedestals are to be available and must be interchangeable right or left hand facing. Drawer Storage shall come in many sizes, heights, and widths. Locks are to be available on all drawers except pencil drawers. There are to be a variety of drawer configurations.

I. Filing

The system must have lateral files which hang off the partitions. They shall be constructed of a combination Steel and composition material finished in enamel and high-Pressure laminate or wood veneer. Suspension is to have telescoping, ball bearing drawer glides. Drawers must be constructed so that they open and close easily, without racking or binding no matter how full. Filing components shall come in many sizes, heights, and widths. A locking mechanism is to be available.

J. Freestanding File Cabinets Vertical & Lateral

Cabinets shall be full-frame steel construction. Full-extension steel ball bearing slides on units with drawers, along with positive interlock, so that only one drawer can be opened at a time: inner drawer front and double-wall drawer construction for long-term durability. File Cabinets shall come in many sizes, heights, and widths. All standard paint colors shall be available to the State of Maine. The state will choose which colors are to be included in the Contract. Offerors shall include a color sample sheet the represents all color options available for the file cabinets.

K. Shelf Storage

Shelves shall be constructed of steel with baked enamel finish and shall be capable of accepting organizers, task lights and other accessories. Front and rear edges shall be rounded. End panels shall have threaded steel inserts for the attachment of shelves and doors. Enclosures shall be available for the shelves. Such enclosures may be laminate, or fabric covered and be capable of locking. They should have hardware designed to halt racking and binding and should be able to be operated by a seated person.

L. Bookcases

Bookcases shall be freestanding or mobile units that keep books, binders, and other materials visible and accessible. It should have adjustable shelves, many sizes (four heights, three widths), and available with locking sliding doors.

M. Lighting Products

The system must have under shelf lighting that can be used as a task or display lighting. Units must be UL listed and have ballasts of the low power factor, instant start type. Housing is to be of steel construction with approx. 7 ft long, grounded cord. The on/off switch is to be mounted for easy accessibility

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N. Warranty

All products must carry a warranty on design, materials, and workmanship. All furniture shall carry the manufacturer's standard warranty and shall be guaranteed against defects in materials, workmanship, and performance for a minimum of ten (10) years. The warranty shall begin on the date of acceptance of the unit by the ordering agency. During this warranty period, the vendor shall repair or replace defective components and/or units at no cost to the State. All warranties must include labor costs. Warranty work can be carried out either on-site or at an off-site location (the manufacturer or authorized distributors facility), whichever would provide for the fastest response (turn-around time). The manufacturer guarantees that the equipment provided will be

standard new equipment to match existing workstations. All items of furniture delivered shall be guaranteed for materials and workmanship as follows:

- a. All Products, including Parts and Workmanship – minimum of 10 years.
- b. Operational Mechanism and Electrical Components – minimum of 10 years.
- c. All defects that occur during this warranty time, the manufacturer shall replace or correct without cost to the State, except where it is clearly shown that the defect is due to misuse and not to faulty manufacture. Vendor **MUST** State the length and extent of your product's warranty for each furniture line being bid. Vendor **MUST** Attach warranty information for each furniture line being bid.

SERVICE SPECIFICATIONS

Services listed below are required as part of this Master Agreement. Bidder is required to include a certificate of insurance on a standard Acord form (or the equivalent) evidencing Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with these services.

A. Design Service

Some orders placed from this contract require detailed contractor design services. When design services are required; the contractor must be able to:

- Develop a complete working space plan.
- Provide equipment standards.
- Provide complete installation drawings, to include elevations, power, and phone layouts.
- Provide planning to include interior wall finishes, fabric selection and space usage.
- Conduct interviews with Project Managers and expected occupants of office space to determine space and equipment requirements.
- Develop diagrams for agencies' consideration.
- Provide parts lists for ordering of product, with scheduling to coincide with project installations phases.
- Contractor must entertain stored existing modular in any configuration at the department's request.
- Code floor plans for installation, including electrical components.

It is important that the contractor response be timely to State Agency requests for design service assistance. Unless otherwise arranged, the contract designer should personally visit the customer within 72 hours, and the request for service has been placed. Interviews and rough bubble diagrams must be completed within 10 days after the customer has explained the requirements. Vendors will be required to submit drawings for each job to the Bureau of Real Estate Management (State Owned or Leased Space) for approval prior to finalization. The vendor is to submit drawings via email directly to BREM and the Agency on the submission. BREM is the only authority to provide final approval on the drawing submissions. All drawings and designs submitted will become property of the State of Maine. While the contractor may in certain cases charge for requested design services according to the rate established by this contract, be aware that numerous inquiries will be made by state agencies relative to delivery, colors, advise to support in-house design, etc. for which no separate payment will be made nor

should be expected. It is stressed that the contractor must have design staffing adequate to handle the unpaid design support as well as the paid design support.

A. Project Management Services

Some orders placed under this contract require detailed Project Management Services. When project management services are required, the contractor must be able to:

- Inventory existing furnishing that will be reused in a new layout.
- Field measure existing conditions of site to ensure the accuracy of the furniture plan in critical areas.
- Prepare Auto CAD drawings required for the installation of all furniture and equipment, such as copiers, printers, and fax machines.
- Coordinate workstation electrical requirements with State vendors or staff personnel.
- Provide status reports on orders.
- Provide prior notification of shipments.
- Prepare installation floor plans which detail panel heights and electrical locations.
- If requested, provide color coded and asset tagged plan locating existing freestanding furniture such as desks, files, and bookcases.
- Make periodic field inspections to observe progress and quantity of work, to ensure that work is in conformance with the drawings and specifications.
- Compare specification requirements to existing assets that may be in State Storage to make the best use of assets.
- Provide detailed list of specifications that may be required to order.

B. Reconfiguration Services

Some orders placed under this contract require reconfiguration services. When reconfiguration services

are required, the contractor must be able to:

- Develop a design/redesign of modular furniture layouts using new and existing furniture.
- Complete ergonomic adjustments.
- Supply storage totes for use by staff during reconfiguration.
- Dismantle existing office components.
- Relocate or adjust components including power according to layout

C. Installation Services

The majority of orders placed under this contract will require contractor installation services. The Contractors should have full-time installation personnel on their staff who can quickly respond to a service call anywhere in the State. These personnel are to be contractor authorized systems furniture handlers and technical installers. For large jobs, contractors may bring in outside experienced help. All systems furniture panels and components shall be installed level, plumb square and with proper alignment. Services to be included under installation are as follows: receiving, unloading; staging/moving; unpacking product; installation of product; debris removal/clean up; fine tuning and user orientation; follow up adjustments. The contractor shall:

- Conduct an inspection of the building to identify phasing and staging or any restrictions which might impact installation.

- Receive inventory, unpack, and stage product. Packing materials shall be removed from the work area at the end of each day. The site will be left "broom clean".
- Coordinate with the Project Manager, building electrician or subcontractors, such as telephone, computer network, etc. to schedule time of each.
- Repair obvious scratches, tears and dents that may occur during handling and installation.
- Ensure that the furniture shall be cleaned, adjusted, leveled, inspected for damage, and readied for use.
- Install systems furniture in accordance with manufacturer's installation instructions and requirements of this specification, ADA and ABA Accessibility Guidelines for Buildings and Facilities, Part II: ABA Application and Scoping requirements, and Contract Drawings.
- Upon completion of placement and leveling of all workstations, notification that the area is ready for "Punch listing" shall be given to the project manager.
- Disposal of all delivery and installation debris, including packing materials, will be the responsibility of the contractor. In case of dispute, the State may remove the debris and charge the cost to the contractor. Any installation job will not be accepted and cleared up for payment until the job has been approved by the project manager or other responsible State employee.

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extension at current rates

VI. CONTRACTED PRICING/RATES

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.

Vendor Price Sheet 2024

Modular System Furniture

Manufacturer: OPEN PLAN

Product Line: OPS 2 PANEL SYSTEM

Percent Discount Off List Price: 78 %

Price Book Date & Name: OPEN PLAN SYSTEMS List Price Effective Date 2024

How long are parts available? LIFETIME

Delivery Days: (ARO) 3-4 WEEKS

Open Concept Furniture

Manufacturer: OPEN PLAN

Product Line: OPS 2 PANEL SYSTEM (Includes all Open Plan Systems)

Percent Discount Off List Price: 78 %

Price Book Date & Name: OPEN PLAN SYSTEMS List Price Effective Date 2024

How long are parts available? LIFETIME

Delivery Days: (ARO) 3-4 WEEKS

Stand-Alone Executive Style Furniture**Manufacturer:** LOGIFLEX**Product Line:** Millenium, Locker, Elevation Plus, Reception, Knockout, Quick Ship (Series)**Percent Discount Off List Price:** 57 %**Price Book Date & Name:** Logiflex List Price Effective Date 2024**How long are parts available?****Delivery Days:** (ARO) 3-4 WEEKS**Vendor Services**

	Standard Hours 8:00am to 5:00pm	Non-Standard Hours Including Holidays and Weekends
Hourly Rate for Labor and Installation	\$ 50.00	\$ 75.00
Hourly Rate for Design Services	\$ -	\$ -
Hourly Rate for Reconfiguration Services	\$ 50.00	\$ 75.00
Hourly Rate for Project Management Services	\$ -	\$ -

VII. AUTHORIZED USERS:**State of Maine Departments authorized them to utilize this MA contract:**

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:☒ Are permitted to utilize this MA as written.**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.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

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: The vendor must deliver to any State of Maine facility.

Delivery and Inspection: The vendor is responsible for the delivery of material in first class conditions 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 of 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 in 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 on 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 are 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 BIDDER CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principles, and any subcontractors are named in this proposal:

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

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: TJ Vallee	Title: Owner
Authorized Signature:  A0B0628CA48844D...	Date: 9/22/2025