



MASTER AGREEMENT

ADVANTAGE CONTRACT: 18P 25051400000000000137

COMMODITY/SERVICE DESCRIPTION: Fire Marshall Ford Utility Hybrid Upfit

START DATE: 5/1/2025

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., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta

STATE: ME

ZIP CODE: 04333-009

PROVIDER

PROVIDER NAME: Island Tech Services

ADDRESS: 3454 Union Street

CITY: Levant

STATE: ME

ZIP CODE: 04456

PROVIDER'S VENDOR CUSTOMER #: VS0000027235

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

Department Representative:

Provider Representative:

Signed by:

William Allen

2D5B6E39F57E44A...

William Allen, Senior Procurement Manager

Date 5/15/2025

Signed by:

Jeffery Coon

8B546B0E0CCD4E1...

Jeffery Coon, General Manger

Date 5/14/2025

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: Jeffrey Coon	
EMAIL: jcoon@itsg.us.com	TELEPHONE: 207-814-9613

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 16P 250409*0221

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 – IT Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification

RIDER A: SPECIFICATIONS AND USER INFORMATION

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- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Start May 1, 2025, through April 30, 2026

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

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

II. COMMODITY: Fire Marshall Ford Utility Hybrid Upfit

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

None

IV. SPECIFICATIONS

Appendix B from RFQ # 16A 250409*0221 is attached after Section VIII. Ordering Procedures/ User Information

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable

VI. CONTRACTED PRICING/RATES

Pricing: Maine Fire Marshall Ford Utility Hybrid Upfit \$11,105.17

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:

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.

Appendix B

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES

DETAILED SPECIFICATIONS

RFQ # 16A 250409*0221

Fire Marshall Ford Utility Hybrid Upfit

Equivalent Bid Items: Equivalent items may be bid; however, all equivalent item bids **MUST** include documentation to prove equivalency. The final decision on equivalency will be made by the Department requested.

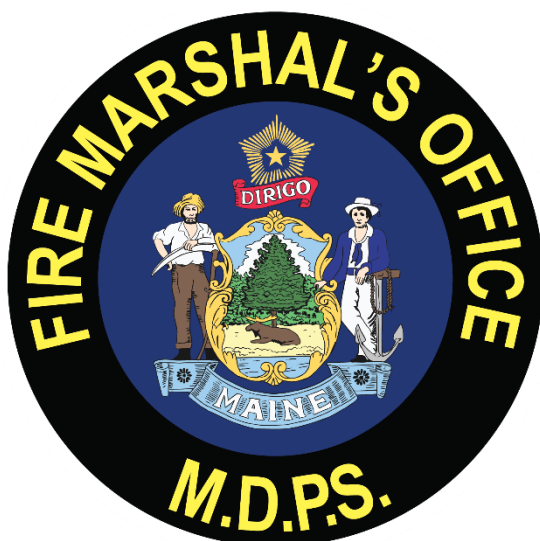
Master Agreement: The results of this bid process will be the creation of a Master Agreement Contract (MA) that will allow all State of Maine Departments and Agencies to purchase the listed items as needed. The State reserves the right to add other similar items or commodities to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

Prices: Bid Price must be with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response 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. The State of Maine can request a price reduction at any time after the first twelve-month period of the contract period. Price adjustment requests must be made by the vendor(s) at least sixty (60) days prior to the effective date. Requests for price increases must include sufficient documentation from the manufacture documenting the request is based on the vendor's actual cost increases. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period if there is less than one year remaining. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

2025

OFFICE OF MAINE STATE FIRE MARSHAL



Ford Utility Hybrid Upfit Specification

INTRODUCTION

The following is a specification for installation, delivery and inspection of vehicle upfit for a 2025 Ford Utility Hybrids for Maine Fire Marshal's Office. The intended use of the vehicles is for inspection duties for the State of Maine. The installation components and wiring products must be of the highest quality. Our intent is to establish a list of parts available for either individual purchase or as a complete upfit. Additionally, we wish to establish a labor rate for installation.

Full vehicle upfit must include the following:

Consoles/Mounts:

- Havis - 2020-2024 Ford Interceptor Utility VSX Console with Front Bin
- Havis - Internal Mount Armrest with Accessory Pocket
- Havis - Console Accessory Bracket Kit with 2 Lighter Plug Outlets & 1 Blank for Rectangular Accessories for 2021-2024 Ford Interceptor Utility VSX Consoles
- Havis - USB-C & USB Type A Dual Port Charger
- Havis - 3" Accessory Pocket, 2.5" Deep
- Jotto - Magnetic Microphone System - Single Pack
- Havis - 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits M/Acom CH-721
- Havis - Internal Cup Holders
- Havis - Angled Wedge Kit for Havis Cup Holders & 1-Piece 4" Equipment Brackets
- Havis - Swing Arm with Motion Adapter
- Havis - Console Accessory Bracket Kit with 2 Lighter Plug Outlets W/ 1 USB-C & USB Type A Dual Port Charger & 2 Blanks for Rectangular Accessories. (1) in console – (1) in each side compartment (3) PER VEHICLE

Cargo

- Cargo divider to prevent cargo from entering the cabin.

Technology

- AFS - Combined Timer Fuse Panel, Voltage Monitoring Delay Timer, 125
- Amp Load, 12 Fused Outputs - 6 Hot, 6 Timed, 30 Amp Max. per Output, Low Voltage Cut Off at 11 VDC or 11.75 VDC, Time Delay, and Over-Voltage Cut-Off at 18 VDC with M6 Ground Stud
- Wilson Electronics - WEBOOST'S Drive Reach Fleet Vehicle Cell Signal Booster Kit

Graphics/Tint

- 35% window tint on front. No tint on visor. Please see the details below.
- Custom Fire Marshal Graphics

Miscellaneous

- WeatherTech - Laser Fit Floor Liners – Ford Utility Floor Liner
- 20-C Explorer Ventvisor Lowe Pro 4PC Smoke
- Tiger Tough Seat Covers for 2021-2025 Ford Utility, Black Tactical w/Fire Marshal's Office Patch embroidered
- TREMCO Transmission Lock

WIRE REQUIREMENTS

All wires and cables must be installed in the factory police package wire runs Ford Motor Company upfitters guide. Upon completion, any grommets that penetrate the firewall must be sealed with a removable sealant to prevent heat, water, and dirt from entering the passenger compartment. Vendor will install continuous wire runs. All connectors should be crimped and heat-sealed to prevent water penetration and provide for electrical insulation. All wires and cabling shall be permanently labeled to identify function. All fuses and fuse blocks shall be permanently labeled. Such labeling shall include the fuse size in amperage and the fuse function. All wiring other than communication cables should be Anixter TXL automotive wiring unless so noted and or agreed upon by the parties. TXL grade wiring rated for 125 degrees

Celsius this matches S.A.E (Society of Automotive Engineers) J1128 standard. This standard can be purchased at <http://www.sae.org> . All the wiring should be continuous from end to end with no splices inside the braiding, except for where a branch in the circuit is required. If there is a branch made it must be made using soldier type heat shrink connectors to ensure durability. All harnesses should be identical in layout and construction. All harnesses and fuse panels should be tested prior to delivery for correct operation and durability.

The harness and power distribution system shall be designed to operate on 12 volts D.C. nominal on negative ground vehicle electrical systems. All wiring should be high quality.

ENCASING & ROUTING OF WIRES:

All wiring will be encased in high temperature split wire loom, all connectors crimped, dual wall heat shrink applied, routed away from heat and sharp objects.

Horn ring or hands free, main power, LED light, and speaker wiring will be encased with high temperature split wire loom and routed in front of radiator to passenger's or driver's side of vehicle.

Power supply for lap top computers will be connected to 15-amp manual reset circuit breaker, then both ground and power wire will be routed through the vehicle bulkhead. Main power wire will be attached to 100-amp circuit breaker.

Communication cable will be routed through vehicle bulkhead and must stay in the factory tray and can be secured away from the rear seat into the trunk to the driver side.

POWER SOURCE:

A heavy-duty power source must be installed from the vehicle manufacturer provided power stud. This power source must be eight (8) gauge red wire protected by a heavy-duty self-resetting circuit. This power source is to operate any emergency lighting, which is to be installed on the vehicle. The wire is to be labeled "power" and routed the center console.

GROUND SOURCE:

All ground wires will be connected to factory provided grounding studs unless so noted.

A heavy-duty ground source is to be installed from the vehicle battery take off. This ground source must be eight (8) gauge black wire. This ground source is to be used to ground all emergency equipment in the vehicle. The wire is to be labeled "ground" and routed through to the center console.

"KEY –OFF" ELECTRICAL LOAD LIMIT:

- Key off, maximum parasitic current load not to exceed 75 mA.
- If you can't meet this key-off limit, after all equipment is installed, quote an isolator equipped with auxiliary battery. (NO EXCEPTIONS)

CIRCUIT PROTECTION:

The power source is to be divided to operate any emergency equipment that is installed in the vehicle. Each of these items is to be fused individually.

PROTECTIVE COATING OF TERMINALS:

All terminals and connections must be sprayed with heavy-duty automotive terminal coating to prevent corrosion and rusting.

EQUIPMENT INSTALLATION:

All wires will be installed using professional standards and requirements. Connectors will be crimped and protected with heat shrink tubing or heat shrink connectors when necessary. All other connections and wiring will be protected with super 33 or super 88 electrical tape and split wire loom for extra stability and protection. All vehicle set-ups will be properly documented to identify all components and equipment installed into each vehicle. Documents will also show vehicle numbers, serial numbers, and DPS asset numbers.

All necessary emergency equipment for officer use will be installed in a sturdy but organized vehicle-specific center console including the following: **To be determined by the Fire Marshal's Office.**

A docking station will be mounted to an adjustable swivel arm on top of the front center console. This can be moved towards the passenger side area for officer safety while the vehicle is in motion. On the pickups, the front windshield

lights must be positioned on the front windshield to allow for driver visibility. Side lighting is required for better noticeability for going through intersections (rear quarter window and/or mirror lighting) but good to have during all scenarios.

Additional lighting is installed in the taillights, rear outside visor, headlights and front grill for police pickups. This is to provide lighting from all points of the vehicle.

All pickups will need single or multiple siren speakers incorporated into the emergency lighting/siren system. This is for maximum acknowledgement to clear the roadway when traveling to a scene.

A gunlock is permanently mounted either directly behind the center console in the middle of the second-row seat area or on the roof for quick and easy access. The mount will be installed to manufacturer specifications. In the lighting/siren system, the gunlock will have a security press where the lock will unlock for a short duration of time. Typically, 8 seconds is programmed.

The contractor shall receive the vehicle directly from the agency. The contractor shall be responsible for the vehicles from the time the vehicles arrive at our designated site until the final acceptance is made by the ordering agency.

Vendor must be fully insured for law enforcement vehicle equipment installation and an insurance certificate stating so **MUST** be included with the bid. **** NO EXCEPTIONS**** Certificate must be provided and a letter stating the vendor is insured for police emergency vehicles.

SECURITY STATEMENTS

Vendor must have a secure inside facility to store components and equipment received from the State of Maine or its vendors. Vendor assumes sole responsibility and all risk for all equipment inventory whether, provided by State of Maine or vendor.

INSPECTION OF INSTALLATION FACILITIES

Vendor must have installation and storage facilities available for inspection by the State of Maine State police at any time during the period their vehicles and equipment are present at the vendor's site. Inspections may be made with little or no notice to the vendor. During any such inspection, the vendor will cooperate as requested by the inspector.

All technicians must have a minimum of two (2) years' experience installing vehicular emergency and communications equipment, to include and not be limited to emergency warning and lighting equipment, radio and cellular telephone equipment and mobile computer terminal equipment and other vehicle accessories.

Vendor must have a service facility in Maine to handle any and all service requests or warranty work.

ACCEPTANCE TESTING

The Fire Marshal's Office will perform a final acceptance test on each vehicle at the point of delivery to their designated location. This acceptance test ensures that all installations were properly performed and installed. Additionally, all emergency and communications equipment functions as defined by the manufacturer's specifications and in specification with the Fire Marshal's Office that includes all parts, components, equipment, and vehicle.

All vehicles shall be road tested. The road test shall be for a minimum of 10 miles. The road test shall be considered successful if all mounted items remain secure and operational.

All vehicles shall be idle tested with all electrical equipment activated, emergency lights on (less siren). The idle test shall be for a minimum of 1 hour. The idle test shall be considered successful if all equipment and the vehicle remain functional (no shutdowns) and within normal operating (stable) temperatures and conditions. The ambient temperature shall be recorded.

For each vehicle, all equipment shall be functionally tested and verified to operate in accordance with the manufacturer's operating instructions and to the government's satisfaction.

INSTALLATION DOCUMENTATION

Contractor will provide other documents, acceptable to both the vendor and the Fire Marshal's Office that identifies all components and equipment installed into each vehicle.

WARRANTY

The contractor shall provide a minimum 3-year/36,000-mile warranty. The warranty shall include the commercial furnished equipment warranties, including all other parts and components required herein, against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts, for a

minimum period of 3 years/36,000 miles from date of acceptance. Some components may require the purchase of an extended comprehensive warranty from the manufacturer to meet the minimum terms. If the contractor receives from any supplier or subcontractor an additional warranty on the whole or any component of the vehicles, in form of time or mileage, including any prorated arrangements, or the contractor generally extends to its commercial customers greater or extended warranty coverage, the government shall receive corresponding warranty benefits. The warranty coverage shall begin when the Fire Marshal's Office accepts the vehicles from the contractor.

RIDER B: IT 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.** The 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. The 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. The provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the 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 the 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 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 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 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 the Maine State Legislature or Maine courts, 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. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).

22. STATE IT POLICIES: All IT products and services delivered as part of this Contract must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Contract is executed.

RIDER C: EXCEPTIONS TO RIDER C

N/A

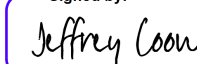
RIDER D: RESPONSIBLE BIDDER CERTIFICATION

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: Jeffrey Coon	Title: General Manager
Authorized Signature: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <small>Signed by:</small>  <small>8B546B0E0CCD4E1...</small> </div>	Date: 5/14/2025