

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 25080600000000000024	
COMMODITY/SERVICE DESCRIPTION: DVEM HVAC & Plumbing/Preventative Maintenance & Emergency Repair – Five Zones	
START DATE: 8/1/2026	END DATE: 7/31/2027

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: XL MECHANICAL & ENERGY MGT dba XL AUTOMATION / XL MECHANICAL		
ADDRESS: 572 Odlin Rd		
CITY: Bangor	STATE: ME	ZIP CODE: 04401
PROVIDER'S VENDOR CUSTOMER #: VC1000098167		

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 7/9/2026

DocuSigned by:

Michael Lane

7D3F07DE5719459...

Michael Lane, President

Date 7/9/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

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

NAME: Tanya Schaub	
EMAIL: Tanya.L.Schaub@maine.gov	TELEPHONE: 207-430-5664

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: Michael Lane	
EMAIL: mlane@xlmechanical.com	TELEPHONE: 207-898-8855

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

Master Agreement (MA) procurement method: RFP 202503045

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 Vendor Certification
☒	RIDER E – Zones, Procedures and Equipment List
☒	RIDER F – DVEM Environmental Policy
☒	RIDER G – DVEM Tobacco Free Workplace

TERMS/ACRONYMS with DEFINITIONS

The following terms and acronyms, as referenced in this Master Agreement, have the meanings indicated below:

<u>Term/Acronym</u>	<u>Definition</u>
AC	Air Compressor
AC Split Unit	Mitsubishi Split Air Conditioning/Heat Unit
AHU	Air Handling Units
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
BACS	Building Automation Controls System
B.A.S. Technician	Building Automated Systems Technician
CAC Card	Common Access Card
CU	Condensing Units
CU-L	Canadian Underwriters Laboratories
CSA C22.2 No. 205-M1983	Canadian Safety Standard for Signal Equipment
CUH	Combined Heat and Power Units
Department/DVEM/Owner	Department of Defense, Veterans and Emergency Management – Military Bureau
DDC	Direct Digital Control System
DH	Stulz Dehumidifiers/Vaults
DSF	Destratification Fans
EDH	Electric Duct Heater
EF	Exhaust Fans
ERU/ERV	Energy Recovery Unit
FCU	Fan Coil Unit
FTR	Fin Tube Radiant Heater
GHP	Gas Fired Heat Pumps

GUH	Gas Unit Heater
HC	Heating Coil Unit
HRU	Heat Recovery Unit
HP	Heat Pumps
HV	Air Condition
HVAC	Heating Ventilation and Air Conditioning
ID	Induced Draft Fan
IU	Indoor Units
JACES	Java Application Control Engine
MEARNG	Maine Army National Guard
MUA1	Propane Heater
MUA	Make Up Air Units
P	Pumps for Rainwater/Sewage/Sump/Geothermal Well
Provider/Vendor/ Contractor	XL Mechanical
PSIP	Personal Security Investigation Portal (Army)
PW	Hot Water Heaters/Indirect Fired Hot Water Heaters/Solar Heaters
PPW	Portable Water Booster Pumps
Premium Hours	Hours before and after regular hours, weekends and holidays
OSHA	Occupational Safety and Health Administration
Regular Hours	Weekdays 7:30 a.m. to 4:30 p.m.
RTU	Roof Top Units
State	State of Maine
SF	Supply Fans
SWP	Solar Hot Water Circulator
UH	Unit Heater
UL-916	Underwriters Laboratories – Energy Management Equipment
UP	Unit Pumps
VRF	Variable Refrigerant Flow Heaters
WH	Water Heaters/Gas Fired

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

- I. CONTRACT PERIOD
- II. COMMODITY
- III. SPECIFICATIONS
- IV. AMENDMENTS TO SPECIFICATIONS
- V. AMENDMENT/EXTENSION PRICING/RATE CHANGES
- VI. CONTRACTED PRICING/RATES
- VII. AUTHORIZED USERS
- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

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

- ☒ Initial Term: August 1, 2025, through July 31, 2026
- ☒ First Renewal: August 1, 2026, through July 31, 2027
- ☐ Second Renewal

II. COMMODITY: DVEM HVAC & Plumbing/Preventative Maintenance & Emergency Repair – Five Zones

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

The Provider will perform scheduled periodic and emergency HVAC/Plumbing and associated Direct Digital Control (DDC) repairs to State of Maine DVEM-Military Bureau facilities listed in all five (5) zones. (See Attachment Rider D)

A. Overview

1. The Provider will furnish all labor, equipment and material necessary for the Scheduled Maintenance, as well as be available for 24-hour emergency repair while adhering to all applicable codes and regulations.
 - a. The work of this Contract involves performing routine scheduled maintenance and emergency repair of HVAC/Plumbing and associated Direct Digital Control systems.
2. For this Contract, the term *regular hours* refer to the hours between 7:30 a.m. & 3:00 p.m. (EST) Monday through Friday.

3. The term *premium hours* refer to the hours before and after regular hours, weekends and the twelve holidays recognized by the State of Maine.
4. The Provider will be responsible for providing labor with qualifications commensurate with the work requested, more qualified help may be provided, however the rate billed must reflect the task.
5. Any equipment rental and subcontracted services for repairs not considered periodic maintenance must be itemized on the invoice for which it was used.
6. Both invoices for services and copies of invoices for materials used must reflect the corresponding work order number issued by the Military Bureau for each service rendered. If mileage is charged, it will be charged at the current [state reimbursement rate](#) on the date of the travel.
7. Technicians Requirements: Provider must have technicians whether in house or under contract having the following applicable State of Maine Professional licenses:
 - a. Master Plumber
 - b. Master Oil Burner Technician
 - c. Refrigeration Handler Certificate (EPA608)
 - d. Propane and Natural Gas Technician
 - e. Large Equipment Connection and Service
 - f. Niagara BAS systems including Niagara N4 Technical Certification
 - g. Additionally, Provider must have the following personnel who have successfully passed vetting
 - i. No less than one technician with Niagara AX technical certification must be available for 24hr emergency service for the BAS.
 - ii. No less than 3 full-time competent technicians qualified to service the equipment under contract who reside within 45 minutes of Bangor.
 - iii. No less than 2 full-time employees with Niagara AX technical certification.
8. The Provider must provide copies of all required licenses and certifications as they are renewed to the Department.

B. Agency And Code Approvals

1. All products of the DDC also referred to as the Building Automation Control System (BACS) shall be provided with the following agency approvals. Verification that the approvals exist for all proposed products shall be provided prior to installation of components other than in kind replacement/ repair.

Systems or products not currently offering the following approvals are not acceptable.

- a. UL-916; Energy Management Systems
- b. C-UL listed to Canadian Standards Association C22.2 No. 205-M1983 "+signal Equipment"

C. Software License Agreement

The Owner shall agree to the manufacturer's standard software and firmware licensing agreement as a condition of this Contract. Such license will grant use of all programs and application software to Owner as defined by the manufacturer's license agreement but shall protect manufacturer's rights to disclosure of trade secrets contained within such software.

The Owner shall be the named license holder of all software associated with all incremental work on the project(s). All required IDs and passwords for access to any component or software program shall be provided to the owner.

The Owner or their appointed agent shall receive ownership of all job specific software configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and/or configured for use within Niagara 4.6/N4 Framework (Niagara) based controllers and/or servers and any related LAN/WAN/Intranet and all connected routers and devices.

D. Quality Assurance

Quality of Compliance: Control systems shall be installed by trained control mechanics regularly employed in installation and calibration of BACS equipment by the manufacturer of the proposed equipment to be installed.

E. Inventory and Equipment

1. The Provider owns & provides the proper tools and test equipment to maintain all the covered systems.
2. The Provider will maintain a network of suppliers whose inventory includes replacement parts for components in the systems under the awarded contract. This includes, but is not limited to:
 - a. Sensors
 - b. Controllers
 - c. Dampers
 - d. Valves
 - e. Actuators
 - f. Relays
 - g. Belts
 - h. Filters
 - i. Flame Safeguards
 - j. Boiler Controls
 - k. Compressors and Related Material
 - l. Computer Boards

F. Maintenance Procedures and Record

1. All preventive maintenance tasks are based on the Manufacturer's Operations and Maintenance Equipment and Task List attached in Rider D. The Provider must provide copies of PM reports with all invoices.
2. The Provider must supply all necessary records required for compliance to National emission standards for Hazardous Air Pollutants: Industrial, Commercial, and Institutional Boilers Area Sources " <https://www.epa.gov/stationary-sources-air-pollution/industrial-commercial-and-institutional-area-source-boilers> commonly referred to as 6j", as well as all E.P.A. requirements for the handling recovery and recycling or disposal of refrigerants.
3. As work is scheduled, Provider will issue to the mechanic on the job, a service order detailing exactly what tasks to perform.
4. Preliminary Proposed schedule for the next 18 months can be seen as Section V, Rider A.
5. After each service call or PM service is completed, a "service report" must be furnished to the Department's Director of Building Control Operations within seven working days, whose contact information shall be provided upon award.
6. All mechanical preventative maintenance on the heating systems in each facility listed will be performed prior to heating season, October 1st, per manufacturer recommendations.
7. All Air conditioning units will be serviced prior to the cooling season, June 1st, per manufacturer's recommendations. This is to include cleaning all filters and condensation pumps and drain lines.
8. All DDC controls will be reviewed yearly for each unit in every facility listed to ensure they are performing correctly, and the Graphic User Interface depicts the correct information as it happens. All JACE's will be rebooted at this time to ensure proper information and connection. All applicable licenses will be renewed by the Provider to ensure there is NO lapse in license certification.

G. Preventive Maintenance Calls

1. All planned maintenance service will be performed during the Department's regular working hours 7:00 a.m. -3:00 p.m.
2. Department will provide reasonable means of access to all equipment covered. The Provider must coordinate any interruptions to the operation of the mechanical system(s) with the Department's Director of Building Control Operations.
3. For Preventive Maintenance Scheduling, the Provider shall schedule preventive maintenance through direct communication with the Department's Director of Building Control Operations.
4. All mechanical preventative maintenance will be performed in accordance with the equipment's manufacturer recommendation.
5. The BACS service will consist of ensuring each point in the covered facilities will be gone through to ensure proper operation. There are 21 (JACES) throughout the facilities, statewide, and each one will be reset prior to the building controls being checked.
- 6.

H. Equipment Not Included

1. Maintenance services, including repair labor and parts replacement, for portions of the systems and equipment that are non-maintainable or non-moving are not included as part of this specification.
- a. The Provider will provide a report of any work that is outside the scope of this specification that is deemed as, in need of attention.
2. This specification covers only that equipment as listed herein, and in the event the system is altered, changed, or if any equipment is added, then that portion shall be added or deleted as required, and shall be in accordance with this specification.

I. Emergency Service

1. Emergency services must be provided 24 hours a day to minimize downtime and inconvenience.
2. The Provider will provide emergency service on an as needed basis.
3. Department approval is required for all repairs and associated costs before they are performed.
4. Emergency services should be considered as work in addition to the scheduled preventive maintenance.
 - a. All costs and expenses incurred and expended on such a call shall be invoiced separately from the contract at the contracted rates and shall be stated as such on the invoice.
5. This emergency service shall be provided as often as needed, on a 24-hour basis, weekends and legal holidays included.
6. Equipment Not Included:
 - a. Maintenance services, including repair labor and part replacements, for portions of the equipment that are non-maintainable or non-moving are not included as part of these specifications.
 - b. All parts and services above the defined scope, i.e. (Miscellaneous and Emergency service, and replacement parts, and equipment not included) must be authorized by the Director of Building Control Operations prior to installation.
 - c. These invoices may be billed separately from the contract.
7. The Provider must respond to an emergency within two (2) hours after notification.
8. The Provider shall supply one contact phone number for emergency services.
 - a. The Provider shall perform emergency repair services within twenty-four (24) hours and non-emergency work within two (2) weeks.

J. Parts and Complete Replacement

1. The Provider will perform the necessary periodic maintenance identified in the HVAC equipment list in Rider D.
2. It is understood that the preventive maintenance parts/materials, i.e. filters, grease, oils etc. will be included in the annual cost, and additional and/or emergency repair parts will be billed to the Department at cost plus the 15% mark up as written on the cost proposal forms.

3. The Provider must provide manufacturers invoice for **all** parts.

K. Efficiency Maine Paperwork

1. The Provider will be responsible for filling out and filing Efficiency Maine paperwork.
2. Coordination with the Department's Energy Manager will be done for each qualifying project to ensure correct accounting reimbursement. <https://www.energymaine.com/>
3. Additional consideration for lead time of materials ordered will be allowed provided the materials are ordered within three working days of a scheduled site visit and an estimated delivery date from the manufacturer/supplier is provided in writing.

L. Troubleshooting

1. Work will include troubleshooting, repairs, replacement and general maintenance, for the purpose of this contract emergency means life safety issues.
2. The Provider will not make repairs, replace parts or units necessitated by reason of negligence or misuse of equipment without receiving approval from the Departments Director of Building Control Operations.
3. All parts, components or devices for the HVAC systems that are worn or are not in proper operational condition, will be repaired, and/or replaced with new parts, components, or devices.
4. Providers shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on their past experiences with similar systems.

M. Sub-contracting

1. Services will be performed by qualified and trained service personnel that are directly employed by the Provider or their subcontractor for which the Provider is responsible.
2. Subcontracted services are a potential security risk; therefore, the Provider must provide to the Department information on all subcontracted employees intended to access a MEARNG Facility and are the sole responsibility of the Provider.

N. Provider requirements

1. Background Check: See Vetting for requirements to be "on property", this includes all subcontractors.
2. Provider and subcontractors performing work may be further required to submit fingerprinting and a further background check to satisfy current Department of Defense security clearances for Provider's or subcontractors requiring access to the MEARNG Federal Network, or for the purpose of performing work in secure areas as may occur.
3. The Provider will be issued federal government computers upon completion of the background and Federal PSIP investigation allowing them a Common Access Card for the computer system. It is the Providers' responsibility to maintain the credentials yearly, so their government computer access does not expire.

4. The Providers who have government computer access will go to a federal government site and hard wire the computer into the network a minimum of every 28 days to gain the computer updates to ensure continued access. These locations can be designated ahead of time with the Program Administrator, or his designee.

0. Vetting

1. The Department retains the right to screen and restrict from the facility personnel employed by or representing the Provider who do not receive a satisfactory/passing background check.
2. All people must pass a federal background check conducted by the Department of Defense, Veterans and Emergency Management (DVEM) before being allowed into/onto the facility grounds. This applies for all Maine National Guard facilities and grounds.
3. The Provider must supply a list of people who may be either involved in the work effort, accompanying the Provider, subcontracted, or present at the facility to the Vetting Coordinator. This must happen within two weeks after the award of the contract or two weeks prior to the beginning of the contract whichever comes first. This also applies to any “new” employees that become part of the project for the contract’s length.
4. The list will include first name, middle initial, last name, date of birth, maiden name, social security number or another federal issued identification number and driver’s license number & state issued for each person.
5. The Department will provide to the Provider the names of those personnel that are acceptable for access, and those that are not acceptable for unescorted access into/onto our facilities. The Department will not be legally allowed to share any specifics regarding why certain personnel are considered unacceptable for any access.

IV. AMENDMENTS TO SCOPE OF SERVICES

Not Applicable

V. PRELIMINARY PROPOSED SCHEDULE

Task	Assigned to	Start	End
Zone 1			
Spring/Summer Equipment PM	HVAC Techs	5/1/2027	6/30/2027
Fall/Winter PM	HVAC Techs	11/1/2026	1/31/2027
Automation BAS PM	Automation Tech	3/1/2027	4/30/2027
Zone 2			
Spring/Summer Equipment PM	HVAC Techs	3/1/2027	5/31/2027
Fall/Winter PM	HVAC Techs	9/1/2026	11/30/2026
Automation BAS PM	Automation Tech	4/1/2027	5/31/2027
Zone 3			
Spring/Summer Equipment PM	HVAC Techs	4/1/2027	6/30/2027
Fall/Winter PM	HVAC Techs	10/1/2026	12/31/2026
Automation BAS PM	Automation Tech	5/1/2027	6/30/2027

Zone 4			
Spring/Summer Equipment PM	HVAC Techs	4/1/2027	6/3/2027
Fall/Winter PM	HVAC Techs	9/1/2026	12/31/2026
Automation BAS PM	Automation Tech	1/1/2027	3/31/2027
Zone 5			
Spring/Summer Equipment PM	HVAC Techs	4/1/2027	6/30/2027
Fall/Winter PM	HVAC Techs	10/1/2026	1/31/2027
Automation BAS PM	Automation Tech	2/1/2027	4/30/2027

VI. CONTRACTED PRICING/RATES

ZONE	INITIAL PERIOD (1 YEAR)	FIRST RENEWAL PERIOD (2 YEARS)	SECOND RENEWAL PERIOD (2 YEARS)
ALL BUILDINGS - SUPERVISOR	\$3,651.00	\$7,302.00	\$7,302.00
ZONE 1 -	\$28,730.03	\$57,460.06	\$57,460.06
ZONE 2 -	\$81,338.83	\$162,677.66	\$162,677.66
ZONE 3 -	\$54,066.64	\$111,179.28	\$111,179.28
ZONE 4 -	\$115,130.43	\$230,260.86	\$230,260.86
ZONE 5 -	\$48,621.09	\$107,433.78	\$107,433.78
TOTAL:	\$331,538.02	\$676,313.64	\$676,313.64

Labor Rates Per Hour

Additional Repair/Maintenance Technician – Regular	\$95.00
Additional Repair/Maintenance Technician – Premium	\$110.00
Additional B.A.S. Technician – Regular	\$125.00
Additional B.A.S. Technician – Premium	\$155.00
Emergency's – HVAC Tech	\$142.50
Emergency's – B.A.S. Tech	\$187.50
Fixed % Mark-up Over Cost for Materials	15%

Provider must furnish copies of invoices to verify marked up costs upon request.

VII. AMENDMENTS TO SPECIFICATIONS

None

VIII. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extension at current rates.

IX. CONTRACTED PRICING/RATES

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.

X. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

15A DEFENSE VETERANS & EMERGENCY MANAGEMENT

Municipalities, political subdivisions, and school districts in Maine:

☒ Are NOT permitted to utilize this MA.

XI. 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: The vendor must deliver to any State of Maine facility. 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 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 more than 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 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 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 to the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS will decide 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 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

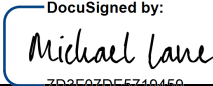
N/A

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: Michael Lane	Title: President
Authorized Signature:  7D3F87DE5719450...	Date: 7/9/2026