

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 26082400000000000044	
COMMODITY/SERVICE DESCRIPTION: MEARNG Wide Sprinkler & Fire Panel Preventive Maintenance, Testing and Inspections	
START DATE: 10/1/2026	END DATE: 9/30/2027

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Defense, Veterans & Emergency Management – <i>Military Bureau</i>		
ADDRESS: 1940 Winthrop Street		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: Encore Holdings, LLC DBA Encore Fire Protection		
ADDRESS: 70 Bacon Street		
CITY: Pawtucket	STATE: RI	ZIP CODE: 02860
PROVIDER'S VENDOR CUSTOMER #: VC0000261875		

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 9/28/2026

Signed by:

Justin St-Pierre

3C53F66FEC29475...

Justin St-Pierre, Regional Director Sales

Date 9/28/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

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

NAME: Wendy Buehler	
EMAIL: wendy.m.buehler@maine.gov	TELEPHONE: 207-430-5223

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: Corey VanBrocklin	
EMAIL: cvanbrocklin@encorefireprotection.com	TELEPHONE: 207-210-9883

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

Master Agreement (MA) procurement method: Request for Proposals (RFP) # 202602027

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
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RIDER A: SPECIFICATIONS AND USER INFORMATION

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I. CONTRACT PERIOD:

Start October 1, 2026, through September 30, 2027

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

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

II. COMMODITY: MEARNG Wide Sprinkler & Fire Panel Preventive Maintenance, Testing and Inspections

III. SCOPE OF WORK

A. PURPOSE

The purpose of this Contract is for Preventative Maintenance, Testing, and Inspection Services on all Sprinkler Systems and Fire/Smoke Alarm Panels, and associated devices.

TERMS/ACRONYMS with DEFINITIONS

<u>Term/Acronym</u>	<u>Definition</u>
AFFF	Aqueous Film Forming Foam
Department / DVEM	Department of Defense, Veterans, and Emergency Management
DFE	Department of Facility Engineers
FOAA	Freedom of Access Act
MEARNG	Maine Army National Guard

M.R.S.	Maine Reserve Statues
NMRC	Northern Maine Readiness Center
NFPA	National Fire Protection Association
NFPA 25	The essential standard for the Inspection, Testing, and Maintenance (ITM) of water-based fire protection systems, like sprinklers, ensuring they remain operational and effective
NFPA 72	The National Fire Alarm and Signaling Code is the benchmark standard for the design, installation, testing, and maintenance of fire alarm and emergency communications systems.
PM	Preventive Maintenance
State	State of Maine

B. SCOPE

A. SYSTEMS

1. Sprinkler Systems

- i. The Provider will be responsible for performing preventative maintenance and inspection service.
- ii. Quarterly: Test main drain flow and mechanical water flow devices and sprinkler back flow.
- iii. Visually check and clean all alarm devices, (fire and smoke) for physical damage and check all gauges.
- iv. Check control valves, seal / seat and check all valve signs.
- v. Inspect control valve lock, hydraulic name plate and fire department connections.
- vi. Semi-Annual: Test accessible water flow devices, vane type pressure switch, accessible tamper switches.
- vii. Annually: Check control valve operations, control valve position and emergency head box, spare sprinkler heads and wrench. No less than three of each required type should be on hand and labeled.
- viii. Visual check for exposed hangers, pipe fittings and sprinkler from floor level.
- ix. Test known antifreeze or glycerin levels if applicable and maintain levels.
- x. Five-Year Inspection: Perform the required five-year internal inspection of sprinkler system piping where required by NFPA 25 and NFPA 13 to evaluate for obstruction, corrosion, foreign material, microbiologically influenced corrosion (MIC), and other conditions affecting system performance. Contractor will also perform testing of pressure gauges at this time. Provide written inspection reports documenting findings and recommended corrective actions.

2. Wet System

- i. Quarterly: Inspect alarm valve exterior for damage, open or closed position, retarding chamber and drains not leaking.
- ii. Annually: Test antifreeze solution if applicable.
- iii. Annually: Perform Sprinkler Back Flow Preventor device test. Submit results to the local water district and send a copy of the test results, along with the invoice, to Department.

3. Dry System

- i. Quarterly: Check priming water, low air pressure, quick opening device if applicable, perform service on air compressor for dry system.
- ii. Inspect dry valve exterior.
- iii. Annually: Inspect dry valve interior.

- iv. Test trip: Partial flow (except for AFFF Systems in 260 and 254).
- v. Check accessible low point drains – before onset of freezing. The Department is also responsible for seeing that the low drains are checked and maintained throughout the year when the system may be exposed to freezing temperatures and removing all the water several times a year from the low point drains.
- vi. Five-Year Inspection: Perform the required internal inspection of dry pipe valves and associated trim at intervals required by NFPA 25, including inspection for corrosion, obstruction, and proper operation. Document all findings and recommendations.

The Bangor location (AASF Building #260), as referenced in Appendix G, must be inspected without discharging any foam. This location contains perfluorinated compounds.

Notice of inspection must be given to the Department a minimum of 48 hours prior to start.

The Provider assumes the cost of any containment and removal of spill.

4. Pre-action / Deluge systems

- i. Quarterly: Check priming water, low air pressure alarms and inspect valve exterior.
- ii. Annually: Inspect valve interior and test trip – partial flow
- iii. Five-Year Inspection: Perform internal inspection of pre-action or deluge valves and associated trim as required by NFPA 25 and document all findings.

5. Fire Pump Test – ALL PUMPS

- i. The Provider will be responsible for performing inspection service
- ii. Annually: Check suction line control valve sealed open, discharge control valves are sealed open, bypass line controls are sealed open, fire pump controller main switch is “on”.
- iii. JOCKEY PUMP OPERATION, jockey pump is set to “auto” and control valves accessible.
- iv. Visually check pump shaft seal for damage on casing relief valve, for damage on pressure relief valve, for leaks on valves, fittings, and pipe of test header condition. Test data with completed flow charts and performance curves.

6. Electric Fire Pumps

Annually: Check isolating switch is monitoring abnormal power, normal phase rotation pilot light is on, reverse phase pilot light is off and oil level in vertical motor sight glass.

7. Diesel Pumps

- i. Annually: Check diesel tank level, oil level in right-angle gear drive, diesel engine water level, water jacket heater and piping, diesel engine water hose, cooling line strainer and solenoid.
- ii. Visually check batteries, battery terminals & water level in tank if applicable (general fire pump maintenance and any other services beyond this scope of work shall be the obligation of the Department).

8. Fire/Smoke Alarm System Test & Inspection

- i. The Provider will be responsible for performing preventative maintenance and inspection service in accordance with Maine State policy and law and NFPA 72. This is to include all

- required tests and frequency of tests.
- ii. Annually: Functional testing of initiating devices (pulls, Smoke. Heats, Etc.) Notification appliances, (Horns, strobes, speakers, ETC.) Inspect and Clean control panel, batteries, manual station, ion/photo smoke detector, field power supply/field charge power supply, strobe/visual device, speaker/visual & beam smoke detector. Communication to a central station, ensure all alarms are being captured at the monitoring company and are accurately reported as what they are supposed to be.
 - a. Example. A pull station is being received by the central station as a pull station and not a smoke. Battery inspection and load testing. Smoke detector sensitivity check per NFPA 72
 - iii. Quarterly and Semiannual checks per the NFPA 72

B. MAINTENANCE PROCEDURES AND RECORDS

1. The Provider will be in accordance with State of Maine, Department of Public Safety Office of the State Fire Marshal, National Fire Protection Association (NFPA 25 and NFPA 72) <https://www.nfpa.org> National Electrical Code <https://ieci.org/workforce/codes-standards/> and all other applicable codes.
2. The Provider shall provide all documentation required for five-year inspections, including internal piping inspections, valve inspections, obstruction investigations, and all other inspection reports required by NFPA 25. Reports shall identify deficiencies, recommended corrective actions, and code references where applicable.
3. The Provider will supply copies of the Preventive Maintenance & Inspection Report/checklist identifying any deficiencies requiring additional maintenance or service on the sprinkler & fire/smoke alarm systems and submit certifications along with a copy of the invoice/s within 5 days of completion.
4. The Provider will provide an itemized list of all devices per location to DFE maintenance.
5. DFE maintenance section will maintain all records of maintenance, inspections and tests of the system and its components and such records be made available to the authority having jurisdiction upon request. The invoices will be submitted to the Department Accounting Department via email. Email will be provided with the final contract for the winning Contractor.
6. Any additional repairs and/or parts not addressed in the scheduled Preventative Maintenance Service will be brought to the attention of Director of Building Control Operations, Ken Merrifield, and will not be completed before written approval is obtained.
7. The Provider must furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions as outlined below.
8. The Provider must not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification, because of failure to investigate the conditions or become acquainted with all the information concerning the services to be performed.
9. As work is scheduled the Provider must issue to the service technician on the job a service report detailing exactly what tasks are to be performed.

C. PREVENTATIVE MAINTENANCE SERVICE

1. All planned Preventative Maintenance & Inspection Service under the agreement will be performed during the Department's normal working hours, defined as 7:30 AM to 4:00 PM, Monday through Friday.
2. No Preventative Maintenance shall be scheduled on State or Federal Holidays or announced closure days. The State of Maine Holiday schedule can be found at:

<https://www.maine.gov/bhr/state-employees/holiday-schedule>

3. The Department will provide reasonable means of access to the sprinkler & fire/smoke alarm system covered by this agreement. The Contractor will be free to start and stop all primary sprinkler & fire/smoke alarm system incidentals to the operation of the mechanical system(s) as arranged with Department representative.
4. Any additional systems or devices that are discovered during the inspections will be added to the contract and billed accordingly.

D. MISCELLANEOUS and EMERGENCY SERVICE

1. Miscellaneous and Emergency Repairs are required under this contract and may be potentially requested on a 24-hour, 7 day per week, as needed basis, to include weekends and legal holidays, in which the Contractor shall provide these services, upon request, to all of the sprinkler & fire/smoke alarm system as outlined within the specification to minimize downtime and inconvenience.
2. All parts and supplies incurred and expended on such a call shall be invoiced on separate line items taking from the "Regular and/or Premium" rate submitted on the RFP "cost proposal form" and these line items shall be stated on the invoice and be submitted separately from the Preventive Maintenance & Inspection Service contract.
3. The Provider must be capable of responding to an emergency within two (2) hours after notification of system problems.
4. The Provider must supply contact phone numbers for emergency services.

E. PARTS AND COMPLETE REPLACEMENT

1. The Provider must repair or replace worn parts or complete components with new parts, or approved reconditioned components, on an as needed or as scheduled basis, whichever comes first.
2. The Provider must not make nonscheduled or unplanned repairs without consulting with the Department's representative. The Provider will be responsible for all costs associated with preventable damage caused by the Contractor during repairs or PM.
3. Any work above and beyond the scheduled Preventative Maintenance Service must be authorized by the Director of Building Control Operations, Ken Merrifield, before any work can be started.
4. All parts, components, or devices that are worn or are not in proper operational condition, shall be repaired, and/or replaced with new parts, components, or devices.

F. EQUIPMENT NOT INCLUDED

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 this specification.

The Provider must provide a report of any work that is outside the scope of this specification that needs attention, and that may include such equipment as outlined above. 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.

G. GENERAL REQUIREMENTS:

1. Sub-contracting
 - i. 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.
 - ii. Subcontracted services are a potential security risk; therefore, the Provider must

provide to the Department with information on all subcontracted employees intended to access a MEARNG Facility and are the sole responsibility of the Provider.

2. Vetting

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

The Department will provide the Provider with 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.

C. INVOICING REQUIREMENTS

The provider shall bill the Department monthly referencing the location/s, dates of service and services provided. These bills should be emailed to Invoices-DVEM-MilitaryBureau@Maine.Gov

IV. AMENDMENTS TO SPECIFICATIONS

Not Applicable for initial period

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable for initial period

VI. CONTRACTED PRICING/RATES

	10/1/2026-9/30/2027	10/1/2027-9/30/2028	10/1/2028-9/30/2029	10/1/2029-9/30/2030	10/1/2030-9/30/2031
Emergency Hourly Rates	\$247.50	\$255.00	\$263.00	\$271.00	\$279.50
Holidays / Weekends	\$330.00	\$340.00	\$350.50	\$361.50	\$372.50
Sprinkler Technicians Rates	\$165.00	\$170.00	\$175.50	\$181.00	\$186.50
Panel Technicians Rates	\$165.00	\$170.00	\$175.50	\$181.00	\$186.50
Parts Mark Up %	50%	50%	50%	50%	50%

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

Defense, Veterans & Emergency Management – *Military Bureau*

Municipalities, political subdivisions, and school districts in Maine:

☒ Are NOT permitted to utilize this MA.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Service Locations: Provide preventive maintenance and inspection services to all Fire/Smoke Alarm Panels and Sprinkler Systems Maine Army National Guard (MEARNG) Wide.

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 or 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 in 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 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 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 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: Justin St-Pierre	Title: Regional Director Sales
Authorized Signature:	Date: