



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 25091000000000000043	
COMMODITY/SERVICE DESCRIPTION: Remediation Services	
START DATE: 10/1/2025	END DATE: 9/30/2027

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: BELFOR Property Restoration		
ADDRESS: 138 Bartlett St.		
CITY: Marlborough	STATE: MA	ZIP CODE: 01752
PROVIDER'S VENDOR CUSTOMER # VC0000221307		


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

Department Representative:

Provider Representative:

Signed by:


 2D3B0E39F37E44A...
 Bill Allen, Senior Procurement Manager
 Date 1/22/2026

DocuSigned by:


 A580B11EAF4A499...
 Curt Knutsen Ops Mgr
 Date 1/22/2026

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: Michael McNeil	
EMAIL: michael.mcneil@maine.gov	TELEPHONE: 207-956-2351
NAME: Barbara Wilk	
EMAIL: barbara.wilk@maine.gov	TELEPHONE: 207-215-9653

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: Curt Knutsen	
EMAIL: curt.knutsen@us.belfor.com	TELEPHONE: 207-800-1377

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 202502016

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 – Scope of Work and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Bidder Certification
<input checked="" type="checkbox"/>	RIDER E - Identification of Country in Which Contracted Work Will Be Performed

Acronyms/Definitions:

The following terms and acronyms shall have the meaning indicated below as referenced in this contract:

<u>Term/Acronym</u>	<u>Definition</u>
ACAC	American Council for Accredited Certification
ACBM	Asbestos-Containing Building Material
ANSI	American National Standards Institute
BSR	Board of Standards Review
CDC	Center for Disease Control
COI	Certificate of Liability Insurance
Department	Department of Administrative and Financial Services
DEP	Department of Environmental Protection
EPA	Environmental Protection Agency
IICRC	Institute of Inspection Cleaning and Restoration Certification
LBP	Lead-Based Paint
NESHAP	National Emission Standards for Hazardous Air Pollutants
OSHA	Occupational Safety and Health Administration
RFP	Request for Proposals
SDS	Safety Data Sheets
SOM	State of Maine
VOC	Volatile Organic Compounds

RIDER A: SCOPE OF WORK AND USER INFORMATION**TABLE OF CONTENTS**

- I. CONTRACT PERIOD
- II. SERVICE
- III. SCOPE OF WORK
- IV. CONTRACTED PRICING/RATES
- V. AUTHORIZED USERS
- VI. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Start [10/1/2025] through [9/30/2027]

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

- Initial Term
- First Renewal
- Second Renewal

II. SERVICE

Contracted Service: Mold and Microbial Remediation

III. SCOPE OF WORK

Description of Service: Mold and microbial remediation include removal or cleaning of building materials or contents contaminated by mold and/or bacteria due to water damage or any moisture issue.

Required Knowledge and Standards

All activities shall be done in accordance with ANSI/IICRC S520 Standard for Professional Mold Remediation. Affected areas shall be returned to Condition-1 as defined in the ANSI/IICRC S520 Standard and may be verified through an assessment by a certified, independent consultant provided or approved by the State of Maine. Failure to meet the consultant's criteria will require the Contractor to perform additional work, at their expense, to meet the Standard and pass a clearance assessment.

Worksite Preparation

The Provider shall establish an appropriate zone of remediation to include isolation via physical barrier and/or engineering controls, where deemed appropriate and/or necessary to protect building occupants and prevent cross-contamination of unaffected areas.

Cleaning Materials

Chemical treatments may be used only to enhance or affect cleaning. Unless specified in the scope of remediation, the application of biocides is prohibited. If SOM approves biocide application, the Contractor must be licensed as described under the *Biohazard Cleaning and Sanitization Licensure* section of this agreement.

Safety Data Sheets

For projects involving the use of cleaning chemicals and biocides, the Contractor shall provide to SOM, Globally Harmonized Safety Data Sheets (SDS) for all cleaners and chemicals to be used in the facility before the process begins. To the extent possible, only “green” or low-toxicity, low-volatile organic compound (VOC) chemicals shall be used.

Background Checks

All Provider personnel used for these services must clear a background check that minimally proves they have never been convicted of a felony, burglary, or history of domestic violence. All costs associated with background checks may be the responsibility of the Provider.

The Provider should pre-approve minimally ten (10) people who can pass stringent background checks, including fingerprinting. Any Contractor personnel sent to the worksite must be on the pre-approved list. Personnel not pre-approved will not be allowed into the facility. Provider personnel must receive an approved background check for each individual facility.

Confidentiality Policy

Provider shall have a company policy for ensuring all State of Maine information is kept confidential. At no point will Contractor employees discuss with anyone the work being performed, address, name or any other information for the customers, nor will lock box codes or key locations be disclosed, unless approved by the SOM. Contractor employees are not allowed in secure areas when a member of SOM and/or Contractor management is not present. The Contractor will protect the State of Maine from the use of social media by their employees in a manner that jeopardizes confidentiality of SOM information. Contractor employees are not to discuss proprietary information, or information about customer, on any social media website, even if the conversations are not considered private. The Contractor may be required to have employees sign a Non-Disclosure Confidentiality document.

Licensure and Personnel Certification

The Provider must carry certification by the IICRC. Provider must have onsite, at all times, at least one experienced (2 or more years) employee with any one of the following certifications from ACAC or IICRC (or similar) exam-based certification:

IICRC Applied Microbial Remediation Technician (AMRT), IICRC Mold Remediation Specialist (MRS), ACAC Council-certified Microbial Remediator (CMR), or ACAC Council-certified Microbial Remediation Supervisor (CMRS).

Biohazard Cleaning and Sanitization Licensure: The use of disinfectants and biocides (or any chemical treatment with intended biocidal effect) requires licensing by the Maine State Pesticide Board. All biohazard cleaning and sanitization work requires that Contractor demonstrate knowledge of disinfection practices.

Response Time/ Service Areas

Service Area: State-wide

Response times will vary based on travel time and site access. Established standard response timeframes listed below based on normal circumstances from the Provider's office located in Falmouth:

1 to 25 miles – 1 to 2 Hours or Less Response Time
25 to 100 miles – 2 to 3 Hours or Less Response Time
100 – 150 miles – 3 to 4 Hours or Less Response Time
150 – 200 miles - 4 to 5 Hours or Less Response Time
200 - 250 miles – 5 to 6 Hours or Less Response Time
250 - 300 miles – 6 to 7 Hours or Less Response Time

Quotes / Cost Estimates

The Provider shall furnish a cost estimate for all services before any service is provided, except for emergency services. In the case of emergency services, a cost estimate shall be provided immediately once the situation has been stabilized or when requested by SOM prior to continuance of work. The SOM does not intend to pay mileage, fuel costs, or other travel associated expenses. If these costs are to be charged, they must be in the cost estimate provided and must be agreed to in writing by SOM before service is provided.

IV. CONTRACTED PRICING/ RATES

SECTION IV: COST PROPOSAL

RATES AND INVOICE CONDITIONS		
§ I. CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS	REGULAR RATE / HR
PROJECT MANAGEMENT:^{1,3}		
APM	Assistant Project Manager	\$ 80.00
PM	Project Manager	\$ 119.00
PE	Project Estimator	\$ 129.00
SPM	Senior Project Manager	\$ 146.00
PC	Project Coordinator	\$ 178.00
GENERAL CLASSIFICATIONS:^{1,2,3}		
GL	General Labor	\$ 50.50
AA	Administrative Assistant	\$ 53.00
LF	Labor Foreman	\$ 61.00
MS	Mobilization Support	\$ 53.00
TD	Truck Driver	\$ 57.00
DMT	Demolition Technician	\$ 57.00
RCO	Resource Coordinator (Supply Technician)	\$ 59.00
PA	Project Auditor (Documentation Clerk)	\$ 65.00
EO	Equipment Operator	\$ 68.00
HCO	Health & Safety Officer	\$ 101.00
RESTORATION SERVICES (General):^{1,2,3}		
RT	Restoration Technician	\$ 68.50
RS	Restoration Supervisor	\$ 75.50
DT	Dehumidification Technician	\$ 77.00
MT	Mold Technician (Remediation Technician or Supervisor)	\$ 77.00
RECONSTRUCTION SERVICES:^{1,2,3}		
PT	Painter	\$ 85.50
DP	Drywall Installer/Finisher	\$ 92.50
CR	Carpenter (Framer/Finish)	\$ 98.50
TF	Trade Foreman (Commercial Supervision)	\$ 103.25
TECHNICAL SERVICES:^{1,2,3} (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)		
TN	Technician	\$ 83.00
TS	Technical Specialist	\$ 91.00
TL	Team Leader	\$ 105.00
TMR	Technician, Machinery Rebuild	\$ 112.00
SEMICONDUCTOR SERVICES:^{1,2,3}		
DTA	Decon Technician Assistant	\$ 77.00
DC	Decon Technician	\$ 91.00
DTL	Decon Team Leader	\$ 105.00
DE	Decon Engineer	\$ 181.00
ENVIRONMENTAL SERVICES:^{1,2,3}		
HT	Hazmat/Asbestos Technician	\$ 89.00
HLT	Hazmat/Asbestos Lead Technician	\$ 98.00
HCO	Hazmat/Asbestos Equipment Operator	\$ 110.00
HS	Hazmat/Asbestos Supervisor	\$ 119.00
HPM	Hazmat/Asbestos Project Manager	\$ 140.00
CONSULTING SERVICES:		
CVP	President & Vice President	\$ 275.00
CSC	Senior Consultant	\$ 225.00
CCE	Consultant / Consulting Estimator	\$ 195.00
CWP	Clerk of the Works-Production Person	\$ 120.00
CAD	Administrative	\$ 75.00
COC	Outside Consultants	Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section I.IV Consulting Expenses \$ 400.00
CFE	Appraisal & Umpire fees	\$ 350.00

¹ In New York City, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.

² In the states of CA, OR, and WA a multiplier of 1.25 will be applied to the regular hourly rate.

³ Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.

§ I.II LABOR CALCULATION POLICY

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I. RATES AND INVOICE CONDITIONS

§ I.III LABOR CONSIDERATIONS

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.
- 5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%. Labor hours will be charged at the applicable Rate Classification

§ I.IV CONSULTING EXPENSES

- 1). Reproduction of actual drawings at \$4.50 per SF
- 2). Automobile mileage at IRS approved rate
- 3). Tolls at cost with receipts over \$25.00
- 4). Photocopies at \$0.15 per page
- 5). Color copying at \$1.50 per page or actual cost if Kinko's or other service
- 6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
- 7). Daily per diem rate at \$65.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum four hours @ \$400/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

- 1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.
- 2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.
- 3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.
- 4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus 25% mark-up
- 2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.
- 3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.
- 4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

- 1). 25% mark-up will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

- 1). 25% mark-up will be added to the total of all reimbursables.
- 2). Standard per diem rates are \$59 per person per day (2023 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean (\$79.65). The 1.25 multiplier will be applied for CA, OR and WA (\$73.75). Per Diem will be charged for all traveling personnel in **§ I. Itemized Scheduled Labor Classification**. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- 3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item 1).
- 5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.
- 6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from \$55 to \$95 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

- 1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

- 1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.
- 2). All charges for billing portals and for credit card payments will be passed on to the client at documented cost.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ 11.1

ITEMIZED SCHEDULED EQUIPMENT³

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	\$ 45.00
Air compressor, tow behind 185 / 375 CFM	Ea / Day	\$ 333.00
Air movers/carpet blowers/Axial fans	Ea / Day	\$ 36.00
Octidry Bag or Direct it In (attachment)	Ea / Day	\$ 36.00
Injectdry Unit	Ea / Day	\$ 158.00
Manometer	Ea / Day	\$ 100.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	\$ 784.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 1,178.00
Soda Blaster	Ea / Day	\$ 1,169.00
Washer, High Pressure (cold)	Ea / Day	\$ 196.00
Washer, High Pressure (hot)	Ea / Day	\$ 246.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	\$ 95.00
Carpet Cleaning Machine	Ea / Day	\$ 91.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 173.00
Extraction Unit (portable)	Ea / Day	\$ 188.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 680.00
Floor cleaning system (ride on)	Ea / Day	\$ 815.00
Floor cleaning system (walk behind)	Ea / Day	\$ 345.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 172.00
Ion Air Cleaning System	Ea / Day	\$ 57.00
Steam Cleaner (Trailer)	Ea / Day	\$ 294.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 76.00
Vacuum, HEPA	Ea / Day	\$ 110.00
Vacuum, Insulation Machine	Ea / Day	\$ 109.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	\$ 52.00
Zip Poles, Set of 6	Ea / Day	\$ 33.00
LIGHTS		
Light, Balloon	Ea / Day	\$ 143.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 208.00
Light, Wobble (37 inches)	Ea / Day	\$ 73.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	\$ 91.00
Ride on Flooring Stripper (includes blades)	Ea / Day	\$ 1,452.00
Saw, Demo	Ea / Day	\$ 129.00
Saw, Kett	Ea / Day	\$ 43.00
X-Ray Dryer	Ea / Day	\$ 188.00
X-Ray Separation Tank	Ea / Day	\$ 565.00
ODOR CONTROL/DISINFECTION		
Electrostatic Sprayer	Ea / Day	\$ 165.00
Fogger, Commercial	Ea / Day	\$ 136.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 48.00
Ozone Generator	Ea / Day	\$ 151.00
Smoke Machines (small)	Ea / Day	\$ 121.00
Vapor Shark	Ea / Day	\$ 48.00
POWER		
Electrical Distribution (120 / 200 Amp Panel)	Ea / Day	\$ 227.00
Electrical Distribution (Spider Box)	Ea / Day	\$ 91.00
Generator (portable)	Ea / Day	\$ 151.00
Spider Box Cables / 50 Amp	Ea / Day	\$ 65.00
PUMPS		
Pump, Sump / Flood	Ea / Day	\$ 42.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 168.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	\$ 25.00
Camera, IR	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	\$ 175.00
Dehumidification, Desiccant -385 cfm	Ea / Day	\$ 256.00
Dehumidification, Desiccant -500/800 cfm	Ea / Day	\$ 502.00
Dehumidification, Desiccant -2000/3000 cfm	Ea / Day	\$ 907.00
Dehumidification, Desiccant -5000-7500 cfm	Ea / Day	\$ 1,647.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	\$ 2,587.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	\$ 3,880.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	\$ 6,468.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	\$ 196.00
Dehumidification/Cooling -DX Unit -5 / 12 ton	Ea / Day	\$ 704.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	\$ 1,568.00
Dehumidification/Cooling -DX Unit -40 / 50 ton	Ea / Day	\$ 2,020.00
Dehumidification/Cooling -DX Unit -60 / 80 ton	Ea / Day	\$ 2,471.00
Dehumidification/Cooling -Chiller 100 to 400 ton	Ton / Day	\$ 32.00
Dehumidification, Heater -8 / 12 KW	Ea / Day	\$ 168.00
Dehumidification, Heater -20 / 30 KW	Ea / Day	\$ 194.00
Dehumidification, Heater -40 / 60 KW	Ea / Day	\$ 432.00
Dehumidification, Heater -150 KW	Ea / Day	\$ 905.00
Dehumidification, Heater, Indirect Fired up to 700,000btu + fuel	Ea / Day	\$ 1,137.00
SAFETY		
Personal Fall Protection (PFP)	PP / Day	\$ 10.00
Personal Protection Equipment (PPE)	PP / Day	\$ 6.00
Personal Respiratory Protection (PRP)	PP / Day	\$ 10.00
Respirator, PAPR	Ea / Day	\$ 100.00

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	\$ 605.00
Forklift, Warehouse	Ea / Day	\$ 95.00
Mobile Office	Ea / Day	\$ 79.00
Mobile Warehouse (Trailer Only)	Ea / Day	\$ 188.00
Pallet Jack	Ea / Day	\$ 27.00
Trailer, Freezer	Ea / Day	\$ 182.00
Truck, Dump Service (Pickup Truck)	Ea / Day	\$ 116.00
Truck, Dump-Trip Charge	Ea / Day	\$ 182.00
Truck, Moving/Box/Board up	Ea / Day	\$ 188.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	\$ 151.00
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 84.00
Vehicle, Truck 1 Ton 4x4 lift gate	Ea / Day	\$ 200.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	\$ 156.00
DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	\$ 666.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	\$ 847.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	\$ 1,029.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	\$ 285.00
BELFOR Pods (set up & breakdown)	Per Pod	\$ 363.00
Storage Space / Warehouse	CF / Month	\$ 0.50
Storage Vaults	Per Month	\$ 152.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 76.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 1,184.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 168.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 935.00
Decon Room	Per Project	\$ 624.00
DI Water System	Ea / Day	\$ 48.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 84.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 498.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 272.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 371.00
HEPA Filtered Hood	Ea / Day	\$ 187.00
HEPA Water Displacement Unit	Ea / Day	\$ 113.00
Oven, Convection Drying (ULT)	Ea / Day	\$ 529.00
Oven, Vacuum Drying	Ea / Day	\$ 754.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 227.00
Partical Meter	Ea / Day	\$ 65.00
Reflectoquant Test Device	Ea / Day	\$ 124.00
Sealer, Vacuum	Ea / Day	\$ 330.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 227.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 99.00
Tool Handling Charge	Per Project	\$ 561.00
Ultrasonic Bath, Portable	Ea / Day	\$ 393.00
Ultrasonic Bath, Bench Top	Ea / Day	\$ 227.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 4,072.00
Vacuum, Clean Room	Ea / Day	\$ 187.00
Wet Bench (portable)	Ea / Day	\$ 228.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 30.00
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 206.00
Chemical Hose, Hazmat	Ea / Day	\$ 274.00
Confined Space Entry System	Ea / Day	\$ 250.00
Decontamination Shower/Filter	Ea / Day	\$ 175.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 306.00
Mini-Rae (PID)	Ea / Day	\$ 218.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 250.00
Personal Sample Pump	Ea / Day	\$ 35.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 374.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	\$ 175.00
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 374.00
Truck, Guzzler Air Mover	Ea / Hr	\$ 418.00
Truck, Vacuum 80 BBL	Ea / Hr	\$ 209.00
Truck, Vacuum, 120 BBL	Ea / Hr	\$ 253.00
Transfer Hose, per 20	Ea / Day	\$ 165.00
Construction		
Matterport 3D Camera	Ea / Day	\$ 155.00
Temporary Containment Hardwall	Lf / Day	\$ 4.25
HVAC		
HVAC, High Volume Air Agitation System	Ea / Day	\$ 165.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 245.00
HVAC, Power and Manual Hand Tools	PP / Day	\$ 48.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 85.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 210.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	\$ 245.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	\$ 675.00
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 75.00
HVAC, Dual Head Air Compressor	Ea / Day	\$ 68.00
HVAC, Laser Particle Meter	Ea / Day	\$ 425.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

V. 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 NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions: Prevailing wage work excluded (if applicable).

VI. 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.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **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.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any

individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. CONFLICT OF INTEREST. The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. 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.

12. ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the

purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. 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.

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. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the

Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

20. 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.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions
Rider B Terms and Conditions
Rider A Scope of Work
Funding Rider
Rider D Included at Department's Discretion
Rider E Included at Department's Discretion
Rider F Included at Department's Discretion
Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

- 23. 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, pandemic 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.
- 24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- 26. AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- 27. DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, 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. 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.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies 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 M.R.S. §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 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes 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 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

N/A

RIDER D: RESPONSIBLE BIDDER CERTIFICATION

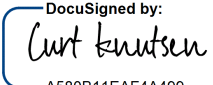
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- 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:

 - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - vii. 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*
 - viii. 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: Curt Knutsen	Title: Ops Mgr
Authorized Signature:  <small>A580B11EAF4A499...</small>	Date: 1/22/2026

RIDER E: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Maine

Other. Please identify country: Enter Country

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.