



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 2404240000000000122	
COMMODITY/SERVICE DESCRIPTION: Culverts, Metal, Steel Reinforced HDPE	
START DATE: 5/1/2024	END DATE: 4/30/2028

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: Contech Engineered Solutions		
ADDRESS: 71 US Route 1, Suite F		
CITY: Scarborough	STATE: ME	ZIP CODE: 04074
PROVIDER'S VENDOR CUSTOMER #: VC1000018083		

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

Department Representative:

Provider Representative:

Signed by:

 066BBD96EE5347F...

Signed by:

 8308657A53E3411

Michelle Knox, Senior Procurement Manager
 Date 3/17/2026

Ben Pocisk, Regional Director NE US
 Date 3/10/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANAGER: 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: Justin Franzose

EMAIL: justin.franzose@maine.gov

TELEPHONE: 207-624-7337

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: Stephen S. Wolf

EMAIL: steve.wolf@conteches.com

TELEPHONE: 802-233-9110

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

Master Agreement (MA) procurement method: RFQ 17A 240307-205

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Vendor Certification

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

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I. CONTRACT PERIOD:

Initial contract period: Through April 30, 2026

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. COMMODITY: Culverts, Metal, Steel, Reinforced HDPE

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

III. SPECIFICATIONS**METAL CULVERTS AND STORM DRAINS**

DESCRIPTION. The work shall consist of furnishing and delivering culverts and underdrains (as applicable) of the following type:

Metal:

- GCMP, Galvanized Corrugated Metal Pipe and Under-drains.
- ALCCMP, Aluminum Coated Corrugated Metal Pipe (Type 2) and Under-drains.
- PPGCMP, Polymer Pre-coated Galvanized Corrugated Metal Pipe and Underdrains
- CAAP, Corrugated Aluminum Alloy Pipe and Under-drains

MATERIALS.

603.023 CORRUGATED STEEL PIPE AND UNDER-DRAINS

Corrugated steel pipe, under-drain and coupling bands shall conform to the requirements of AASHTO M36 and Attachments B and C as applicable. Material furnished under this Subsection shall be formed from sheet material coated in accordance with AASHTO M218 and M274.

a) Coupling Bands. Coupling bands shall conform to AASHTO M36 and Attachment C, with the following modifications:

(1) Coupling bands and their connections shall be of such dimensions as required to meet the "Erosion Special Joint" category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges. Structural steel for band connections shall conform to ASTM A 36/A 36M.

(2) The only approved methods of connection and connection details at the ends of the bands shall be:

- a. $2 \times 2 \times 3/16$ inch galvanized steel angles extending the full width of the band.
- b. 12 gauge die-cast angle with a configuration that provides at least the same section modulus as the $2 \times 2 \times 3/16$ inch angle, extending the full width of the band.
- c. Minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band, and five bolts for a 24 inch wide band, uniformly spaced. Bolts, nuts, and other threaded items used with coupling bands shall be coated by the electroplating process as provided in ASTM B 633, Class Fe/Zn 25 the zinc Hot-dipped coating process as provided in AASHTO M 232M/M 232 or the mechanical zinc coating process as provided in ASTM B695, Class 25.
- d. Angles will be connected to bands by one of the following:
 1. Spot welds spread over full width of the band,
 2. Stitch-welded over the full width of the band, or
 3. Attached by rivets.

(3) Minimum band thickness shall be 1/16 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert or unit being connected. Coupling bands and die-cast angles may be formed from any one of the three types of sheet material specified above.

(4) The use of projection pipe coupling (dimpled) bands or preformed channel bands is not allowed.

(5) The Contractor may submit for approval to the Agency alternate coupling bands. The Contractor shall allow 30 days for a testing and evaluation period. Coupling bands shall not be shipped to projects until the Contractor has been notified that the proposed band has been approved by the

Agency.

b) Under-drain: Under-drain perforations shall be Class 1.

603.024 CORRUGATED ALUMINUM ALLOY PIPE AND UNDER-DRAINS.

Corrugated aluminum alloy pipe, under-drain, and coupling bands shall conform to the requirements of AASHTO M 196 and Attachments B and C.

a) Coupling Bands. Coupling bands shall conform to AASHTO M 196 and Attachment C, with the following modifications:

(1) Coupling bands and their connections shall be of such dimensions as required to meet the “Erosion Special Joint” category criteria of Division II of the AASHTO Standard Specifications for Highway Bridges.

(2) Coupling band connections:

a. Shall be 2 × 2 × 1/4 inch aluminum angles (Alloy 6061-T6) extending the full width of the band or 12 gauge minimum die-cast aluminum angles, extending the full width of the band.

b. Shall have a minimum shear strength capacity of 6.3 kips.

c. Shall be connected with a minimum of two bolts for a 7 inch wide band, three bolts for a 12 inch wide band and five bolts for a 24 inch wide band. Bolts shall be uniformly spaced across the width of the band. Bolts, nuts, and other threaded items shall be coated in accordance with the requirements of Subsection 603.023(a)(2)c.

d. Shall have angles attached to the bands by stitch welding over the full width of the band or by rivets uniformly spaced across the width of the band.

(3) Minimum band thickness shall be 0.06 inch, and bands shall be no more than two nominal sheet thicknesses thinner than the wall thickness of the culvert being connected.

(4) Alternate coupling bands may be submitted for approval as specified in Subsection 603.023(a) (5).

b) Under-drain: Under-drain perforations shall be Class 1.

603.025 POLYMERIC COATED CORRUGATED STEEL PIPE.

Polymeric coated corrugated steel pipe shall conform to AASHTO M 245 and Attachments B and C. Polymeric coating shall conform to AASHTO M 246, Grade 250/250.

a) Coupling Bands. Coupling bands shall conform to the requirements of Subsection 603.023(a) and Attachment C, modified as follows:

(1) Coupling bands and die-cast angles shall be formed from sheet material coated in accordance with AASHTO M 218, M 245, M 274, or M 289.

(2) Coupling bands formed from AASHTO M 274 or M 289 material shall be not more than one nominal sheet thickness thinner than the wall thickness of the culvert or unit being connected.

(3) Coupling bands formed from AASHTO M 245 material shall be not more than two nominal sheet thicknesses thinner than the thickness of the culvert or unit being connected. Angles must be attached to the band by rivets.

(4) Coupling bands formed from AASHTO M 218 material shall be the same nominal sheet thickness as the culvert or units being connected. Angles must be attached to the band with rivets or by stitch-welding over the full width of the band.

FABRICATION OF CAAP, ALCCMP, AND PPGCMP.

a) Metal pipe may have either spiral or annular corrugations. All spiral pipes 300 mm (12") diameter and larger shall have the ends re-rolled to provide two annular corrugations which shall be 68 mm (2 2/3") x 13 mm (1/2") per Section 7.7.1 of AASHTO M36/M 36M. Any damage to the ends shall be repaired per AASHTO M36. Section 9.1.3 of AASHTO M 36/M 36M and Section 9.1.5 of AASHTO M 196 do not apply.

b) Pipe with spiral corrugations shall be either continuous helical lock seams or welded seams.

c) The corrugations for all pipes shall meet the requirements of Attachment B.

d) The requirements of Fabrication, Rivet and Riveting of M36, pertaining to the plates being drawn tightly together, shall be interpreted such that any portion of a rivet being visible between the sheets shall be reason for the rejection of the pipe.

e) There shall be no un-bonding, splitting or cracking of the coatings. Any visible evidence of these imperfections shall be reason for rejection of the pipe.

f) Grinding shall be required for all metal culvert pipe ends to remove burrs and/or slivers resulting from the cutting of the pipe by the method of sawing.

g) Marking. All material furnished under this Subsection shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator and the sheet metal thickness.

h) All corrugated metal pipe shall be supplied in lengths of 12' , 18' and 20' . The 6" perforated under-drain pipe shall be supplied in 20' lengths.

STRUTTING.

Strutting of the culverts will be as ordered at strut bid price per foot of pipe.

All specified flexible culverts to be strutted shall be elongated along the vertical diameter in accordance with one of the following two methods.

a) The pipe shall be elongated by the manufacturer after fabrication by increasing the diameter along the vertical axis approximately 3 percent with a corresponding decrease along the horizontal axis. The elongation

shall be obtained by installing rods and tightening the rods, uniformly from end to end of the pipe, obtaining approximately one-quarter of the required elongation each time throughout the length of the pipe.

The rods shall be 5/8" diameter threaded 7" at both ends with washers and nuts. The length of the rods shall be the diameter of the pipe plus 8". The rods shall be placed on the horizontal axis of the pipe on 24" spacing and located halfway between the circumferential riveting. A soft wood block 2" by 4" by 12" long shall be placed over the rods at each end to provide contact against the outside of the pipe. The long dimension of the blocks shall be parallel with the horizontal axis of the pipe. The rods shall be left in the pipe until the fill is completed and compacted, unless for some unusual condition their removal is ordered by the Engineer. The rods shall be removed by cutting from the inside adjacent to the pipe.

b) The pipe shall be elongated by the manufacturer by increasing the diameter along the vertical axis approximately 5 percent with a corresponding decrease along the horizontal axis by mechanical means in which sufficient pressure is applied to the sides of the pipe after fabrication to produce the specified distortion. The elongation shall be maintained by drilling holes in the ends of the pipe sections and placing horizontal wires. After the pipe sections have been installed with coupling bands, the wires will be removed.

Helically corrugated culvert sections shall be match marked before being elongated by the manufacturer or before the 5/8" diameter rods are installed.

HIGH-STRENGTH STEEL REINFORCED HDPE CULVERTS

DESCRIPTION. The work shall consist of furnishing and delivering culverts (as applicable) of the following type:

High Strength Steel Reinforced High Density Polyethylene Pipe
HDPE, (Corrugated) High Density Polyethylene Pipe.

MATERIALS.

- a) High Strength Steel Reinforced High-Density Polyethylene Pipe and fittings shall conform to the latest revisions of AASHTO M-294,
- b) Bell and Spigot connections for high density polyethylene pipe shall be of a joint with an O-ring rubber gasket placed on the spigot end. At least two (2) corrugations of the spigot end must insert into the bell end.
- c) Polyethylene to Polyethylene connections shall be of a coupler that is screwed on to both pipe ends to make continuous.
- d) Pipe shall be supplied in two lengths, greater than 10 ft and 20 ft.
- e) Marking. All pipe furnished shall be clearly marked in an approved manner with the name or trademark of the pipe fabricator.

IV. AMENDMENTS TO SPECIFICATIONS

None

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extension at current rates.

VI. CONTRACTED PRICING/RATES

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions:

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

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

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

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

Delivery Locations: The vendor must deliver to any State of Maine facility. Most MaineDOT orders will be delivered to Scarborough, Augusta, Dixfield, Bangor and Oakfield. The exact addresses will be provided to the vendor at the time the order is placed.

Delivery and Inspection: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The commodities 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.

Delivery Notification: The vendor must notify the ordering department minimally two (2) business days in advance of delivery. If there is a scheduled holiday the vendor must provide minimally three (3) business days' notice. Each State has their own holiday schedule and the vendor is responsible for obtaining these schedules. Deliveries attempted to be made without the required notification can be rejected and the State will not be held responsible for the extra delivery charges. If delivery occurs after normal working hours, acceptance or rejection shall be at the convenience of the State.

Nesting: Nesting of culvert pipes shall require the wood separators to protect the coatings except for Corrugated Aluminum Alloy Pipe.

RIDER B: TERMS and CONDITIONS**1. DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:

- a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
- d. The term “OSPS” shall refer to the State of Maine Office of State Procurement Services.
- e. The term “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
- f. The term “Contract” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. WARRANTY. The Provider warrants the following:

- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. TAXES. Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at 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 and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, 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 in the name of OSPS.

- 9. MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this 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 modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
- 10. TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

- 11. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in

any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

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

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

21. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

N/A


RIDER D: RESPONSIBLE VENDOR CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors 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: Ben Pocisk	Title: Reg. Dir. Sales
Authorized Signature:  <small>Signed by: Ben Pocisk 8308657A53E3411...</small>	Date: 3/10/2026