



MASTER AGREEMENT CONTRACT AMENDMENT

DATE: **11/5/2020**

MASTER AGREEMENT CONTRACT #: 18P 1708280000000000027

CONTRACTED SERVICE: **Laboratories for Enforcement and Water Quality Monitoring**

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

State of Maine DEPARTMENT

Department of Administrative and Financial Services on behalf of The Department of Agriculture, Conservation and Forestry

Address: **9 SHS, Cross Office Building**

City: **Augusta** State: **ME** Zip Code: **04333**

PROVIDER

State of Montana Analytical Laboratory

Address: **PO Box 173620**

City: **Bozeman** State: **MT** Zip Code: **59717-3620**

Provider's Vendor Customer #: **VC0000197775**

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment. The parties sign and cause this Contract Amendment to be executed.

Department of Administrative and Financial Services

State of Montana Analytical Laboratory

DocuSigned by:

Jaime C. Schorr

6D6437754DD0459...

Jaime C, Schorr, Chief Procurement Officer

Date 11/5/2020

DocuSigned by:

Jona Verreth

33307254022C43C...

Jona Verreth, Bureau Chief

Date 11/5/2020

| |
|------------------|
| AMENDMENT |
|------------------|

The contract is hereby amended as follows: (Check and complete all that apply)

| | | |
|-------------------------------------|---------------------------------|---|
| <input checked="" type="checkbox"/> | Amended Period: | Original Start Date: 9/1/2017 Current End Date: 12/31/2020 Amendment Start Date: 1/1/2021 New End Date: 12/31/2022 Reason: Continued need for the unique analyses methodology only provided by this laboratory for groundwater monitoring and enforcement. |
| <input type="checkbox"/> | Amended Contract Amount: | |
| <input type="checkbox"/> | Amended Scope of Work: | The Scope of work in Rider A is amended as follows: |
| <input type="checkbox"/> | Other: | Reason: |

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

STATE OF MAINE
Department of Agriculture, Conservation and Forestry
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 22 day of, November, 2019 the Contract for Special Services between the State of Maine, Department of Agriculture, Conservation and Forestry hereinafter called "Department," and the Montana Department of Agriculture, Agricultural Sciences Division, Laboratory Bureau hereinafter called "Provider," is hereby amended as follows:

- 1. The termination date is adjusted from December 31, 2019 to June 30, 2020.
(old service to date) (new service to date)

Reason: Continued need for the unique analyses methodology only provided by this laboratory.

- 2. The dollar amount of the contract is adjusted from \$29,000 to \$143,800.

Reason: Groundwater monitoring is reinstated.

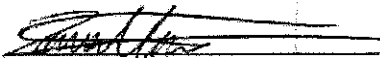
- 3. The Scope of Services in Rider A is amended as follows:
Reinstating groundwater project

All other terms and conditions of the original contract dated August 28, 2017 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Montana Department of Agriculture, Analytical Laboratory


By: Jona Verreth, Bureau Chief
(Name & Title, Provider Representative)

Signature:  Date: 11/22/2019

and

Department of: Agriculture, Conservation and Forestry

By: Amanda E. Beal, Commissioner

Signature:  Date: 11/27/19

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA 01A 1708280000000000027
Vendor Code: VC0000197775 Service Date: September 1, 2017 - December 31, 2019
Old Contract Amount: \$29,000 Account Codes: 013-01A-3958-01-4006; 013-01A-3968-01-4006;
Amount of Adjustment \$114,800
New Contract Amount \$143,800 Account Codes: 013-01A-3958-01-4006; 013-01A-3968-01-4006; 014-01A-4003-01-4006

STATE OF MAINE
Department of Agriculture, Conservation and Forestry
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 30 day of, January, 2019 the Contract for Special Services between the State of Maine, Department of Agriculture, Conservation and Forestry hereinafter called "Department," and the Montana Department of Agriculture, Agricultural Sciences Division, Laboratory Bureau hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from June 30, 2019 to December 31, 2019
(old service to date) (new service to date)

Reason: Continued need for the unique analyses methodology only provided by this laboratory.

2. The dollar amount of the contract is adjusted from \$29,000 to \$143,800.

Reason: Groundwater monitoring is reinstated and new surface water monitoring projects are added.

3. The Scope of Services in Rider A is amended as follows:
Reinstating groundwater project and adding surface water monitoring projects

All other terms and conditions of the original contract dated August 28, 2017 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Analytical Lab. Montana Department of Agriculture

By: Jona Verreth, Bureau Chief
(Name & Title, Provider Representative)

Signature:  Date: 02/28/2019

and

Department of: Agriculture, Conservation and Forestry
By: Amanda E. Beal, Commissioner

Signature:  Date: 3/19/19

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA 01A 17082800000000000027
Vendor Code: VC0000197775 Service Date: September 1, 2017 - December 31, 2019
Old Contract Amount: \$29,000 Account Codes: 013-01A-3958-01-4006; 013-01A-3968-01-4006;
Amount of Adjustment \$114,800
New Contract Amount \$143,800 Account Codes: 013-01A-3958-01-4006; 013-01A-3968-01-4006; 014-01A-4003-01-4006

STATE OF MAINE
Department of Agriculture, Conservation and Forestry
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 8 day of, August 2018, the Contract for Special Services between the State of Maine, Department of Agriculture, Conservation and Forestry hereinafter called "Department," and the Montana Department of Agriculture, Agricultural Sciences Division, Laboratory Bureau hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from June 30, 2018 to June 30, 2019
(old service to date) (new service to date)

Reason: Continued need for the unique analyses methodology only provided by this laboratory.

2. The dollar amount of the contract is adjusted from \$52,500 to \$29,000

Reason: This contract does not include groundwater monitoring.

3. The Scope of Services in Rider A is amended as follows:

USDA procedures for shipping soil samples is no longer required and has been deleted.

All other terms and conditions of the original contract dated August 28, 2017 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Montana Dept. of Agriculture, ASD, Laboratory Bureau

By: Jana Veneky, Bureau Chief
(Name & Title, Provider Representative)

Signature: [Signature] Date: 8-20-18

and

Department of: Agriculture, Conservation and Forestry

By: Walter E. Whitcomb, Commissioner
(Name & Title, Department Representative)

Signature: [Signature] Date: 8/27/18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA 01A 1708280000000000027

Vendor Code: VC0000197775 New Service Date: September 1, 2017 - June 30, 2019

Old Contract Amount: \$52,500 Account Codes: 013-01A-3958-01-4006; 013-01A-3968-01-4006

Amount of Adjustment \$23,500

New Contract Amount \$29,000

Revised 10/2017

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, COSERVATION AND FORESTRY
Agreement to Purchase Services

THIS AGREEMENT, made this twenty-eighth day of August 2017, is by and between the State of Maine, Department of Agriculture, Conservation and Forestry, hereinafter called "Department," and the Montana Department of Agriculture, Agricultural Sciences Division, Laboratory Bureau, located at McCall Hall, Room 10, Montana State University, Bozeman, Montana, 59717, telephone number (406) 994-3383, hereinafter called "Provider", for the period of Start Date September 1, 2017 End Date June 30, 2018.

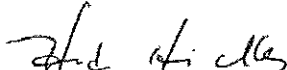
The AdvantageME Vendor/Customer number of the Provider is VC0000197775.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D - Debarment
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: **MONTANA DEPARTMENT OF
AGRICULTURE AGRICULTURAL SCIENCES
DIVISION, LABORATORY BUREAU**

By: 
Heidi Hickes, Bureau Chief

Date: 9.8.17

and

**DEPARTMENT OF AGRICULTURE,
CONSERVATION AND FORESTRY**

By: 
(Walter E. Whitcomb, Commissioner)

Date: 9/19/17

Total Agreement Amount: \$52,500.00

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Purchases.

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AdvantageME ACCOUNT CODING

| VC NUMBER | DOC TOTAL | FND | DEPT | UNIT | | SUB UNIT | | OBJ | | JOB NO. | PROGRAM |
|------------|-------------|-----|------|------|--|-------------|--|------|--|---------|---------|
| 0000197775 | \$42,000.00 | 013 | 01A | 3968 | | 01 | | 4006 | | | 0065 |

| VC NUMBER | DOC TOTAL | FND | DEPT | UNIT | | SUB UNIT | | OBJ | | JOB NO. | PROGRAM |
|------------|-------------|-----|------|------|--|-------------|--|------|--|---------|---------|
| 0000197775 | \$10,500.00 | 013 | 01A | 3958 | | 01 | | 4006 | | | 0065 |

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The provider agrees to provide a list of pesticides it is capable of analyzing. The provider further agrees to conduct the requested pesticide residue analyses, using EPA approved QAPP, and to submit a report detailing the analysis results and the quality control measures within 20 business days of receipt of the sample. More than 20 business days will be permitted if the provider is experiencing a heavy sample load or conducting pyrethroid testing. Analyses for the following matrices are to be performed as listed below.

- Water using MT universal method
- Sediment using the pyrethroid screen and/or updated methods as available
- Compliance related residue samples (single or multiple residues) for water, soil, vegetation, and filter paper (wipes)

The provider has the authority to:

- Release analytical results to the Department and no other entity unless subpoenaed.
- Reject samples if written documentation is incomplete and/or inaccurate.
- Reject samples that are suspected to contain dangerously high amounts of pesticide that may contaminate the laboratory or compromise the safety of the laboratory.
- Reject samples if sample integrity is compromised in any way upon arrival to the laboratory after notifying the Department prior to rejection.

The provider agrees to:

- Accept samples for pesticide testing that are routinely performed by the provider. Refer to listing in Appendix 1. Request for testing not listed in Appendix 1 shall be negotiated between the Department and Provider.
- Accept samples for pesticide testing in matrices familiar and routine for the provider. Refer to matrices listed in Rider B. Request for testing in matrices not listed in Rider B shall be negotiated between the Department and Provider.

The Department agrees to:

- Provide a minimum of two days' notice to the provider prior to sample arrival at the laboratory to ensure appropriate sample turn around.
- Ship samples in a safe manner to arrive overnight to the laboratory and will not ship samples on a Friday, holiday or weekend.
- Sample and ship samples in such a way as to preserve sample integrity.
- Detail, in writing, information needed to process samples through the laboratory including but not exclusive of:
 - Sample description
 - Field unique identifier
 - Testing requested
 - Custody transfer information
 - Sampling information
 - Notice of any sample suspected to contain levels of pesticide residue >10 ppm.
- Follow USDA procedures when shipping soil samples. These procedures include the following:
 - Enclose the Montana USDA Soil Compliance Agreement.
 - Double bag soil samples in waterproof containers.
 - Use a bonded carrier that guarantees delivery (e.g. FedEx or UPS).

TERM OF AGREEMENT

The term of this agreement is for a period of 10 months.

The Department will pay for all costs including wages, travel, lodging, and per diem should the Provider be deposed, subpoenaed or required to testify in a case involving the Department.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** FY18 not to exceed \$52,500.00

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The Department will pay the provider upon receipt of an itemized invoice and in accordance with the analysis fees described below.

| Matrix | Individual Analyte | Multiple Analyte Method |
|---------------------|--------------------|-------------------------|
| Water | \$150.00 | \$400.00 |
| Soil | \$200.00 | \$250.00 |
| Vegetation | \$250.00 | \$300.00 |
| Filter Paper (Wipe) | \$150.00 | \$400.00 |

To be eligible for the discount, samples must be submitted at the same time for the same test with the same matrix

| Samples | Discount |
|---------|------------------|
| 1 | No Discount |
| 2 - 5 | 15% Discount |
| 6 - 20 | 20% Discount |
| > 21 | Contact Provider |

Pyrethroid screen of sediments: \$500.00 per sample

- Lab will store pyrethroid samples frozen and combine samples into one analysis set whenever feasible
- Pyrethroid samples are to be collected in one quart paint cans

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is 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 his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, 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.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Mary Tomlinson
Title: Pesticides Registrar/Water Quality Specialist
Address: Maine Board of Pesticides Control, 28 State House Station, Augusta, ME 04333-002

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement 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 Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

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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 Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement 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) 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. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the

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foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

13. **WARRANTY** 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 Agreement 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 for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor 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 contractor 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 Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement 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.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

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

17. **GOVERNING LAW** This Agreement 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 Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or

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other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **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 the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** 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 Agreement 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 Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

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

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party 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. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **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 Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, 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.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement 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 Agreement 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 Agreement, or to exercise an option or election under the Agreement, 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 Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

The Provider may vary from the price list in Rider A of this contract when unusual or difficult sample matrices are submitted to the lab, when litigation samples are requested, or when analyzing for compounds not covered by the price list. The Provider agrees to obtain clearance from the Department when requested analysis costs vary from the price list.

RIDER D
DEBARMENT

Vendor Name: Montana Department of Agriculture, Agricultural Sciences Division, Laboratory Bureau
PO #: _____ **Date:** August 28, 2017

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Heidi Hickes Bureau Chief

Name and Title, Authorized Representative

Heidi Hickes

Signature

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department of Agriculture, Conservation & Forestry - Maine Board of Pesticides Control may terminate this transaction for cause or default.

RIDER G
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: MT

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

APPENDIX 1: Montana List of Pesticide Compounds

NOTE: Not every pesticide and/or metabolite is available for testing in every matrix. This list is not inclusive of all the pesticides the laboratory can test.

| | | |
|-------------------------|---------------------------|--------------------------|
| 2,4-D | Butylate | Diazinon |
| 2,4-DP | Carbaryl | Dicamba |
| Acetamiprid | Carbofuran | Dicofol p,p' |
| Acetochlor | Carbofuran-3-OH | Dicrotophos |
| Acetochlor ESA | Chlorantraniliprole | Dieldrin |
| Acetochlor OA | Chlordane-alpha | Difenoconazole |
| Alachlor | Chlordane-cis | Dimethenamid |
| Alachlor ESA | Chlordane-gamma | Dimethenamid OA |
| Alachlor OA | Chlordane-trans | Dimethoate |
| Aldicarb | Chlorfenvinphos | Disulfoton |
| Aldicarb sulfone | Chlorimuron ethyl | Disulfoton sulfone |
| Aldicarb sulfoxide | Chlorothalonil | Diuron |
| Aldrin | Chlorpyrifos | Endrin |
| Allethrin | Chlorpyrifos oxon | Epoxiconazole |
| AMBA (mesotrione metab) | Chlorsulfuron | EPTC |
| Aminocyclopyrachlor | Clodinafop-propargyl acid | Ethametsulfuron methyl |
| Aminopyralid | Clopyralid | Ethion |
| AMPA (glyphosate met) | Cloransulam | Ethion mono oxon |
| Atrazine | Clothianidin | Ethofumesate |
| Azinphos methyl | Coumaphos | Ethoprop |
| Azinphos methyl oxon | Coumaphos oxon | Fenamiphos sulfone |
| Azoxystrobin | Cyanazine | Fenamiphos sulfoxide |
| Benfluralin | Cycloate | Fenbuconazole |
| Bensulfuron methyl | Cyfluthrin | Fenitrothion |
| Bentazon | Cyhalothrin, Total | Fenitrothion oxon |
| BHC-alpha | Cypermethrin | Fenpropathrin |
| BHC-beta | Cyproconazole | Fenthion |
| Bifenthrin | DBCP | Fenvalerate |
| Bromacil | D CPA (dacthal) | Fipronil |
| Bromoxynil | DEA (atrazine met) | Flucarbazone |
| Bromuconazole-46 | DEDIA (atrazine met) | Flucarbazone sulfonamide |
| Bromuconazole-47 | Deltamethrin | Flumetsulam |
| Butachlor | DIA (atrazine met) | Fluometuron |

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| | | |
|--------------------------|----------------------------|-----------------------|
| Fluroxypyr | Metsulfuron methyl | Propiconazole |
| Fluvalinate | Mirex | Prosulfuron |
| Glutaric acid | Myclobutanil | Pyrasulfotole |
| Glyphosate | Neburon | Pyroxsulam |
| HA (atrazine met) | Nicosulfuron | Resmethrin |
| Halosulfuron methyl | NOA 407854 (pinoxaden met) | Rimsulfuron |
| HCB | NOA 447204 (pinoxaden met) | Saflufenacil |
| Heptachlor | Norflurazon | Siduron |
| Heptachlor epoxide-cis | Norflurazon desmethyl | Simazine |
| Heptachlor epoxide-trans | Omethoate | Sulfentrazone |
| Hexaconazole | Oxadixyl | Sulfometuron methyl |
| Hexazinone | Oxamyl | Sulfosulfuron |
| Imazamethabenz acid | Oxychlorane | Tebuconazole |
| Imazamethabenz ester | Oxydemeton methyl | Tebuthiuron |
| Imazamox | Oxydemeton methyl sulfone | Tefluthrin |
| Imazapic | p,p'-DDD | Tembotrione |
| Imazapyr | p,p'-DDE | Terbacil |
| Imazaquin | p,p'-DDT | Terbufos |
| Imazethapyr | Parathion ethyl | Terbufos sulfone |
| Imidacloprid | Parathion methyl | Terbufos sulfone |
| Isoxaflutole | Parathion methyl oxon | Tetrachlorvinphos |
| Lindane | Permethrin-cis | Tetraconazole |
| Linuron | Permethrin-trans | Tetradifon |
| Malathion | Phenothrin | Tetramethrin |
| Malathion oxon | Phorate | Thiamethoxam |
| MCPA | Phorate sulfone | Thifensulfuron |
| MCPP | Phorate sulfoxide | Thiobencarb |
| Mesosulfuron methyl | Picloram | Tralkoxydim |
| Metalaxyl | Piperonyl butoxide | Tralkoxydim acid |
| Methomyl | Prallethrin | Triadimefon |
| Methoxychlor olefin | Primisulfuron methyl | Triadimenol |
| Methoxychlor-p,p | Prometon | Triallate |
| Methoxyfenozide | Prometryn | Triasulfuron |
| Metolachlor | Propachlor | Triclopyr |
| Metolachlor ESA | Propanil | Triflusulfuron methyl |
| Metolachlor OA | Propazine | Triticonazole |