



MASTER AGREEMENT CONTRACT AMENDMENT

DATE: 5/10/2024
ADVANTAGE CONTRACT #: 18P 22041500000000000113
CONTRACTED SERVICE: HVAC PM and Repair Services - Public Safety Troop A & B

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

STATE OF MAINE DEPARTMENT		
Department of Administrative and Financial Services, Division of Procurement Services		
ADDRESS: 111 Sewall Str., 9 SHS, 4 th Floor Burton Cross Office Building		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009

PROVIDER		
AAA Energy Serv CO		
ADDRESS: 4 Commercial Rd		
CITY: Scarborough	STATE: ME	ZIP CODE: 04074
PROVIDER'S VENDOR CUSTOMER #: VC1000000181		

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

Department of Administrative and Financial Services

AAA Energy Serv CO

DocuSigned by:
Brandon Martin
 2F79272FCC37434...

DocuSigned by:
Christopher M. Wasson
 76616BB905D7423...

Brandon Martin, Acting Deputy Chief Procurement Officer

Christopher M. Wasson, Sales Representative

Date 5/13/2024

Date 5/10/2024

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

AMENDMENT

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

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 5/2/2022	Amendment Start Date: 5/1/2024						
		Current End Date: 4/30/2024	New End Date: 4/30/2026						
		Reason: Utilize first optional extension period.							
<input checked="" type="checkbox"/>	Contracted Rates	<p>Troop A Semi-Annual Preventative Maintenance (PM) Rate May 1, 2024 – April 30, 2025 \$720.00 per PM May 1, 2025 – April 30, 2026 \$753.00 per PM</p> <p>Troop B Semi-Annual Preventative Maintenance Rate May 1, 2024 – April 30, 2025 \$926.00 per PM May 1, 2025 – April 30, 2026 \$972.00 per PM</p> <p>Hourly Labor Rates</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Troop A & B</td> <td style="width: 25%;">Regular</td> <td style="width: 25%;">Overtime</td> </tr> <tr> <td>May 1, 2024 – April 30, 2026</td> <td>\$111.00</td> <td>\$166.50</td> </tr> </table> <p>Milage for non-semi-annual preventative maintenance cannot exceed the State of Maine rate paid to employees for statewide travel.</p> <p>Parts Markup and other charge rates to remain the same as original contract.</p>		Troop A & B	Regular	Overtime	May 1, 2024 – April 30, 2026	\$111.00	\$166.50
Troop A & B	Regular	Overtime							
May 1, 2024 – April 30, 2026	\$111.00	\$166.50							
<input type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:							
<input type="checkbox"/>	Other	Describe the Changes:							

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



MASTER AGREEMENT CONTRACT

DATE: 4/15/2022

ADVANTAGE CONTRACT #: 18P 2204150000000000113

CONTRACTED SERVICE: HVAC PM and Repair Services - Public Safety Troop A & B

START DATE: 5/1/2022 **END DATE:** 4/30/2024

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

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

State of Maine DEPARTMENT

Department of Administrative and Financial Services

Address: 9 State House Station

City: Augusta **State:** ME **Zip Code:** 04333-0009

PROVIDER

AAA Energy Service Co

Address: 4 Commercial Road

City: Scarborough **State:** ME **Zip Code:** 04074

Provider's Vendor Customer #: VC1000000181

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

Department of Administrative and Financial Services

AAA Energy Service Co

DocuSigned by:

DocuSigned by:

Jaime C. Schorr

Christopher M. Wasson

6D6437764DD0460...

76616BB905D7423

Jaime Schorr, Chief Procurement Officer

Christopher M. Wasson, Sales Representative

Date
4/15/2022

Date
4/20/2022

ACRONYMS/DEFINITIONS:

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

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Agreement Administrator	Contract Administrator
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine
COI	Certificate of Insurance

DEPARTMENT AND PROVIDER POINT OF CONTACTS

Agreement Administrator: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Joseph Wilson

Email: Joseph.Wilson@maine.gov

Telephone: 207-694-9440

Provider Contact: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Chris Wasson

Email: cwasson@aaaenergy.com

Telephone: 207-838-0558

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Invoice, Payments and Cost schedule Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

INVOICES, PAYMENTS and COST SCHEDULE RIDER

The Provider can only charge for services which have been successfully provided per the cost schedule below. Payment will be made per Rider B after the itemized invoices for services rendered have been verified. Invoices that do not include itemized billing will be rejected. Billed parts prices may require documentation of the vendor paid cost to verify mark-up pricing.

Invoices will be sent to:

Maine State Police- Troop A
502 Waterboro Road
Alfred, ME 04002

Maine State Police- Troop B
One Game Farm Road
Gray, ME 04039

This contract is the direct result of State of Maine bid opportunity RFQ 16A 220401-256. The cost schedule below are the amounts bid by the Provider.

Cost Schedule**Required schedule of performance is covered in Rider A**

The quoted rate for the Semi-annual preventative maintenance includes all expected, regular PM parts, labor and milage.

Troop A**Semi-Annual Preventative Maintenance (PM) Rate**

May 1, 2022 – April 30, 2023	\$665.00 per PM
May 1, 2023 – April 30, 2024	\$689.00 per PM
May 1, 2024 – April 30, 2025	\$720.00 per PM
May 1, 2025 – April 30, 2026	\$753.00 per PM
May 1, 2026 – April 30, 2027	\$791.00 per PM

Troop B**Semi-Annual Preventative Maintenance Rate**

May 1, 2022 – April 30, 2023	\$840.00 per PM
May 1, 2023 – April 30, 2024	\$869.00 per PM
May 1, 2024 – April 30, 2025	\$926.00 per PM
May 1, 2025 – April 30, 2026	\$972.00 per PM
May 1, 2026 – April 30, 2027	\$1,020.00 per PM

Hourly Labor Rates

Troop A & B	Regular	Overtime
May 1, 2022 – April 30, 2024	\$108.00	\$162.00
May 1, 2024 – April 30, 2026	\$111.00	\$166.50
May 1, 2026 – April 30, 2027	\$114.00	\$171.00

Milage for non-semi-annual preventative maintenance cannot exceed the State of Maine rate paid to employees for statewide travel. The current rate is \$0.45 per mile.

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Payment Deductions: Deductions may be made for items listed in Rider A which are not accomplished. The Agreement Administrator will determine a fair and reasonable amount for the deduction.

It will be the burden of the Provider to prove that all billed services have been provided at levels that meet or exceed contractually obligated standards. Providing inaccurate billing can result in the contract being terminated.

Parts Markup: Non-PM Parts. Part markup is based on the individual part price, not the total cost of the parts for the job.

Parts Markup over cost - Non- PM	EXAMPLE: Part cost AAA:
0-20.00 x 2.75	\$10.00 would be \$27.50
20.01-150.00 x 2.30	\$100.00 would be \$230.00
150.01 - 1500.00 x 2.0	\$200.00 would be \$400.00
1500 & up x 1.75	\$1000.00 would be \$1,750.00

Other Charges

Truck Charge, \$50.00 per vehicle, per day

Refrigerant Recovery \$95.00

Vacuum Pump \$20.00

Torch Charge \$10.00

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RIDER A
SCOPE OF WORK

Work Sites:

Maine State Police Barracks Troop A in Alfred, Maine
Maine State Police Barracks Troop B in Gray, Maine

Intent: Provide semi-annual comprehensive HVAC Preventative Maintenance on Equipment & Repair Services.

Troop A Equipment List:

EQUIPMENT LIST			
Equipment Type	Manufacturer	Model Number	Area Served
Oil fired boiler	Weil Mclain	A-B-5 C68	building
Hot water pump	Taco	1610	building
Hot water unit heaters	Sterling	HS24S	Basement
Condensing units	York	H2CB060S06C	offices
Hot water coils	USA Coil & Air	F108-12-24	offices
Air handlers	York	K2EU060A06A	offices
Cabinet unit heaters	Sterling	various	Stariwells/etc

AIR FILTER and BELT LIST							
Filter Info				Belt Info			
Size	Qty.	Type	Changes/Year	Size	Qty.	Type	Changes/Year
25x25x2	4	pleated	2	AX33	2	Cogged	1
9 ¾ x 12 x 1/2	5	fiber	1				

Troop A Service Types:

SERVICE TYPE	TASK DESCRIPTIONS <i>(note: some tasks do not apply to all types of equipment)</i>	
Cooling Season Maintenance (CM)	<ul style="list-style-type: none"> • Check refrigerant pressures and or line temps • Check motor amperage and voltage • Check electrical connections and wiring • Check control components at units • Replace filters and belts • Inspect blower wheels 	<ul style="list-style-type: none"> • Clean condensate drain pan and trap as needed • Inspect coil surfaces and clean as necessary(once per agreement year) • Check equipment operation • Check thermostat operation and program as needed • Check economizer operation

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Cooling Season Inspection (CI)	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none">
Heating Season Maintenance (HM)	<ul style="list-style-type: none"> A. Check oil pressures and inspect for fuel leaks B. Clean boilers and heat exchanger surfaces C. Check heat exchangers for cracks and holes D. Replace oil nozzle, oil filter and oil strainer E. Perform efficiency test oil heating equipment F. Replace filters and inspect belts 	<ul style="list-style-type: none"> Check motor amperage and voltage Check electrical connections and wiring Check control components at units Check equipment operation Check thermostat operation and program as needed
Heating Season Inspection (HI)	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none">
Equipment Maintenance (EM)	<ul style="list-style-type: none"> Not applicable 	<ul style="list-style-type: none">
Equipment Inspection (EI)	<ul style="list-style-type: none"> Inspect wiring and check for leaks 	

Troop B Equipment List:

EQUIPMENT LIST			
Equipment Type	Manufacturer	Model Number	Area Served
Oil fired boiler	HB smith	19-2	building
PTAC	Carrier	TBD	Switchboard
Air handling units	Trane	TWV042B140A	North Wing
Condensing units	Trane	TTD742B100A1	North Wing/Dispatch
Air handling unit	Trane	TWV036B140A0	CFD office
Condensing unit	Trane	TTD736B100A1	offices
Air handling unit	Trane	TWV048B140A0	Lieutenant's office
Condensing unit	Trane	TTD730B100A0	Office
Hot water pumps	Taco	1610	building
Condensing units	Fujitsu	AOU36RLXB	Dispatch
Air handlers	Fujitsu	ASU36RLXB	Dispatch
AIR FILTER and BELT LIST			
Unit ID	Filter Info		B e l t I

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					n f o
	Size	Qty.	Type	Changes/Year	Size
AHU's	24X24X2	8	pleated	2	DD

Troop B Service Types:

SERVICE TYPE	TASK DESCRIPTIONS <i>(note: some tasks do not apply to all types of equipment)</i>
Cooling Season Maintenance (CM)	<ul style="list-style-type: none"> • Check refrigerant pressures and or line temps • Check motor amperage and voltage • Check electrical connections and wiring • Check control components at units • Replace filters and belts • Inspect blower wheels
Cooling Season Inspection (CI)	<ul style="list-style-type: none"> • Not Applicable
Heating Season Maintenance (HM)	<ul style="list-style-type: none"> • Check oil pressures and inspect for fuel leaks • Clean boilers and heat exchanger surfaces • Check heat exchangers for cracks and holes • Replace oil nozzle, oil filter and oil strainer • Perform efficiency test oil heating equipment • Replaced filters/wash heat pump filters
Heating Season Inspection (HI)	<ul style="list-style-type: none"> • Not applicable
Equipment Maintenance (EM)	<ul style="list-style-type: none"> • Not applicable
Equipment Inspection (EI)	<ul style="list-style-type: none"> • Inspect wiring and check for leaks

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. Provider shall submit detailed invoices, 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. All invoices must include the Department and Advantage Contract numbers for this contract.
2. 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.
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. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract 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.
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 Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, 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 Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract 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.
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 written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees 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, 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 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, 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 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) 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. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. 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. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. 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 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 for making this Contract.

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

11. ACCESS TO RECORDS. As a condition of accepting an 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.
12. TERMINATION. (a) The performance of work under the 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 effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business 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 with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. 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 State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. 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.

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. 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 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.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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 the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. 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.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Payment 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
22. 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.
23. 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, 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.

24. **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.
25. **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.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION 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.
 - 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.

RIDER C

EXCEPTIONS

None

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: Maine

Other. Please identify country: Enter Country

Notification of Changes to the Information

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