



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24112100000000000055	
COMMODITY/SERVICE DESCRIPTION: Select GM Vehicles	
START DATE: 12/23/2024	END DATE: 11/30/2025

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: O'Connor GMC Inc		
ADDRESS: 187 Riverside Dr		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER'S VENDOR CUSTOMER #: VC1000069483		

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

Department Representative:

Provider Representative:

DocuSigned by:

 2A644AF5681F482...

DocuSigned by:

 970DF8E9CA924E5...

David Morris, Acting CPO
Date 12/20/2024

John Mynahan, Fleet Sales Manager
Date 12/20/2024

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

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

NAME: William Allen

EMAIL: wje.allen@maine.gov

TELEPHONE: 207-624-7870

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: John Mynahan

EMAIL: john.mynahan@oconnorwheels.com

TELEPHONE: 207-592-0105

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

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 – User Information and Specifications
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER G – Debarment, Performance, and Non-Collusion Certification

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

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- VII. AMENDMENTS TO SPECIFICATIONS

I. COMMODITY: Select GM Vehicles

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.

II. CONTRACT PERIOD:

Start [insert start date] through [insert end date]

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

- Initial Term
- First Renewal
- Second Renewal

III. EXTENSION COST DETAIL

Not Applicable

IV. AUTHORIZED USER:**State of Maine Departments authorized to utilize this MA contract:**

All authorized State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- Are permitted to utilize this MA with the following conditions: EV's must be picked up at the dealership and no deviation from the bid vehicle specifications

V. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. DO's will be emailed to the vendor's email address referenced on the MA as a .pdf file.

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.

VI. DELIVERY OF VEHICLES:

- Vehicles should be delivered with minimum mileage coinciding with location of dealer and delivery point to the State. Any exceptions should be noted prior to delivery.
- Information needed at time of delivery request:
 - item number(s)
 - number of vehicles for each item number
 - exterior color of each vehicle by item number
 - bid price for each item number
- Dealers/Transport companies must supply at least 24 hours notice before delivering vehicles.
- Deliveries should be scheduled between the hours of 8:00 a.m. and 3:00 p.m. unless prior arrangements are made.
- Delivery address is 66 Industrial Drive, Augusta, Maine 04330
- Mailing address is 106 State House Station, Augusta, Maine 04333-0106.
- Documentation required to be delivered to Central Fleet Management office prior to, or at the time of delivery.
 - Original vehicle window sticker or duplicate copy.
 - Completed State of Maine, Bureau of Motor Vehicles, Title Application Form (Questions regarding title/registration documentation should be directed to State of Maine, Bureau of Motor Vehicles, Phone # 624-9000 Ext 52149)
 - Copy of completed Certificate of Origin (both sides)
 - Completed Invoice including VIN, Vehicle Description, Owner Information, Lien Holder Information, Key Number(s), and Total Price (Bid Price)
- Vehicles must be delivered with two set of keys, unless otherwise noted.
- Vehicles must be delivered with valid State inspection stickers, not more than one month old.
- Other delivery and title information will be supplied with orders to awarded vendors.

VII. AMENDMENTS TO SPECIFICATIONS

Not Applicable

VIII. VEHICLE BID SPECIFICATION SHEETS

The following four pages contain the vehicle bid specification sheets

MA 18P 241121-055

Estimated Quantity:	UNKNOWN	Class-Spec#:	231
GENERAL DESCRIPTION	Full Size Pickup, Light Duty, 4 x 2, Quad Cab, 6'-7" Box, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering		
Option Code	SPECIFICATIONS		
X	AIR CONDITIONING		
X	AUXILIARY POWER SOURCE		
G80	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.42
X	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	730
X	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING		
X	BUMPER, FRONT: OEM		
X	BUMPER, REAR: Step and Tow, OEM		
X	CARGO BOX: 6'-7" Bed, Style Side	Provide Bed Length:	79.44
X	CRUISE CONTROL: Factory installed		
X	DOORS: Four		
K05	ENGINE BLOCK HEATER, factory installed if available		
	ENGINE: Gasoline	Turbo-Yes or No:	YES
	Provide Number of Cylinders:	Provide Horse Power:	310
	Provide Number of Liters:	Provide Foot Pounds of Torque:	430
X	FLOOR: Rubber, If Available, factory installed		
X	FUEL CAPACITY:	Provide Fuel Capacity:	
X	GLASS: Tinted		
X	GVWR: Minimum 6700 lbs.	Provide GVWR:	6800
		Provide COMBINED GVWR:	14,500
ZLQ	LUMBAR ADJUSTMENT: Driver Seat FORCES FLEET CONV. GROUP		
X	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night		
X	PAYLOAD:	Provide Payload:	2204
X	POWER LOCKS & WINDOWS		
X	RADIO: AM/FM, with Clock, factory installed		
X	SEAT, REAR: Cloth, Full Width Bench, Fold Down		
X	SEATS, FRONT: Cloth, Split Bench 60/40 or 40/20/40 with flip down console		
X	STABILIZER BAR: Front		
X	STEERING: Power with Tilt Wheel		
X	TIRE, SPARE: Full Size, Mounted Under Vehicle, OEM		
NA	TIRES: Minimum P245/70R17, (must have availability of replacement studable snow tires) CANNOT GUARANTEE REPLACEMENT SNOW TIRES. HOWEVER THERE ARE LT265/70R17C all-terrain, blackwall TIRES AVAILABLE -ADD \$350.00	Provide Size and Load Range:	25570R17ASB
Z82	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	9200
X	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	
X	WHEEL BASE: Minimum 143.5"	Provide Wheel Base:	147
Additional Vehicle Information (Vendor Notes)			
SEO PAINTS ARE WOODLAND GREEN, TANGIER ORANGE AND WEATLAND YELLOW- TGK SPECIAL PAINTS ARE OUT OF PRODUCTION COLORS AND REQUIRE A MINIMUM OF 5 UNITS - There is no controlled allocation for the 2025 1500 model year, order availability begins mid June and will be on a first come first serve basis. It's expected that the order bank will only be open for a short time before it ends for the entire model year			

MA 18P 241121-055

Estimated Quantity:	UNKNOWN	Class-Spec#:	231
GENERAL DESCRIPTION	Full Size Pickup, Light Duty, 4 x 2, Quad Cab, 6'-7" Box, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering		
Option Code	SPECIFICATIONS		
X	AIR CONDITIONING		
X	AUXILIARY POWER SOURCE		
G80	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.42
X	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	730
X	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING		
X	BUMPER, FRONT: OEM		
X	BUMPER, REAR: Step and Tow, OEM		
X	CARGO BOX: 6'-7" Bed, Style Side	Provide Bed Length:	79.44
X	CRUISE CONTROL: Factory installed		
X	DOORS: Four		
K05	ENGINE BLOCK HEATER, factory installed if available		
	ENGINE: Gasoline	Turbo-Yes or No:	YES
	Provide Number of Cylinders:	Provide Horse Power:	355
	Provide Number of Liters:	Provide Foot Pounds of Torque:	383
X	FLOOR: Rubber, If Available, factory installed		
X	FUEL CAPACITY:	Provide Fuel Capacity:	
X	GLASS: Tinted		
X	GVWR: Minimum 6700 lbs.	Provide GVWR:	6800
		Provide COMBINED GVWR:	15,000
ZLQ	LUMBAR ADJUSTMENT: Driver Seat FORCES FLEET CONV. GROUP		
X	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night		
X	PAYLOAD:	Provide Payload:	2204
X	POWER LOCKS & WINDOWS		
X	RADIO: AM/FM, with Clock, factory installed		
X	SEAT, REAR: Cloth, Full Width Bench, Fold Down		
X	SEATS, FRONT: Cloth, Split Bench 60/40 or 40/20/40 with flip down console		
X	STABILIZER BAR: Front		
X	STEERING: Power with Tilt Wheel		
X	TIRE, SPARE: Full Size, Mounted Under Vehicle, OEM		
NA	TIRES: Minimum 245/70R17, (must have availability of replacement studable snow tires) CANNOT GUARANTEE REPLACEMENT SNOW TIRES. HOWEVER THERE ARE LT265/70R17C all season	Provide Size and Load Range:	25570R17ASB
Z82	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	9400
X	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	8
X	WHEEL BASE: Minimum 143.5"	Provide Wheel Base:	147
Additional Vehicle Information (Vendor Notes)			
<p>SEO PAINTS ARE WOODLAND GREEN, TANGIER ORANGE AND WEATLAND YELLOW- TGK SPECIAL PAINTS ARE OUT OF PRODUCTION COLORS AND REQUIRE A MINIMUM OF 5 UNITS - There is no controlled allocation for the 2025 1500 model year, order availability begins mid June and will be on a first come first serve basis. It's expected that the order bank will only be open for a short time before it ends for the entire model year</p>			

MA 18P 241121-055

Estimated Quantity:		UNKNOWN	Class-Spec#:	244
GENERAL DESCRIPTION		Full Size Truck, 4 x 4, Crew Cab, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering - BEV (Full Battery Electric Vehicle)		
Option Code	SPECIFICATIONS			
X	AIR CONDITIONING			
X	AUXILIARY POWER SOURCE			
NA	AXLE REAR: Traction Lock	Provide Axle Ratio:	NA	
NA	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	NA	
X	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING			
X	BUMPER, FRONT: factory installed			
X	CARGO BOX: 5' 5 - 7' Bed, Style Side	Provide Bed Length:	5'11"	
X	CRUISE CONTROL: Factory installed			
X	DOORS: 4 Full Size			
		Provide Electric Range in Miles:	422	
	ENGINE: BEV (Full Battery Electric Vehicle)	Provide Horse Power:	510	
		Provide Foot Pounds of Torque:	580	
X	ENGINE: BEV (Full Battery Electric Vehicle)			
NA	ENGINE BLOCK HEATER, factory installed if available			
NA	ENGINE COOLER: Heavy Duty, factory installed			
X	FLOOR: Rubber, If Available, factory installed			
X	GLASS: Tinted			
		Provide GVWR:	9990	
	GVWR: 7000 - 7350 lbs.	Provide COMBINED GVWR:	TBD	
NA	LUMBAR ADJUSTMENT: Driver's Seat NOT AVAILABLE ON WT MODELS			
X	MIRRORS: Dual Outside, Swing-Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night			
X	PAYLOAD:	Provide Payload:	1750	
X	POWER LOCKS & WINDOWS			
X	RADIO: AM/FM, with Clock, factory installed			
X	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console			
X	SEATS, REAR: cloth, bench			
NA	SKID PLATES: factory installed			
X	STEERING: Power with Tilt Wheel			
X	TIRE, SPARE: Full Size, mounted under vehicle, OEM			
NA	TIRES: Minimum LT, Load Range C, D, or E if available from factory , All Terrain/On-Off Road	Provide Size and Load Range:	LT26870R18ASB	
X	TOW HOOKS: front, factory installed			
X	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	12,500	
NA	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	NA	
NA	TRANSMISSION COOLER: Auxiliary or external factory installed			
	WHEEL BASE: 145" - 157"	Provide Wheel Base:	145.7	

Estimated Quantity:	UNKNOWN	Class-Spec#:	244
GENERAL DESCRIPTION	Full Size Truck, 4 x 4, Crew Cab, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering - BEV (Full Battery Electric Vehicle)		
Option Code	SPECIFICATIONS		
X	AIR CONDITIONING		
X	AUXILIARY POWER SOURCE		
NA	AXLE REAR: Traction Lock	Provide Axle Ratio:	NA
NA	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	NA
X	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING		
X	BUMPER, FRONT: factory installed		
X	CARGO BOX: 5' 5 - 7' Bed, Style Side	Provide Bed Length:	5'11"
X	CRUISE CONTROL: Factory installed		
X	DOORS: 4 Full Size		
		Provide Electric Range in Miles:	492
	ENGINE: BEV (Full Battery Electric Vehicle)	Provide Horse Power:	510
		Provide Foot Pounds of Torque:	580
X	ENGINE: BEV (Full Battery Electric Vehicle)		
NA	ENGINE BLOCK HEATER, factory installed if available		
NA	ENGINE COOLER: Heavy Duty, factory installed		
X	FLOOR: Rubber, If Available, factory installed		
X	GLASS: Tinted		
		Provide GVWR:	9990
	GVWR: 7000 - 7350 lbs.	Provide COMBINED GVWR:	TBD
NA	LUMBAR ADJUSTMENT: Driver's Seat NOT AVAILABLE ON WT MODELS		
X	MIRRORS: Dual Outside, Swing-Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night		
X	PAYLOAD:	Provide Payload:	1400
X	POWER LOCKS & WINDOWS		
X	RADIO: AM/FM, with Clock, factory installed		
X	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console		
X	SEATS, REAR: cloth, bench		
NA	SKID PLATES: factory installed		
X	STEERING: Power with Tilt Wheel		
X	TIRE, SPARE: Full Size, mounted under vehicle, OEM		
NA	TIRES: Minimum LT, Load Range C, D, or E if available from factory , All Terrain/On-Off Road	Provide Size and Load Range:	LT26870R18ASB
X	TOW HOOKS: front, factory installed		
X	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	10,000
NA	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	NA
NA	TRANSMISSION COOLER: Auxiliary or external factory installed		
	WHEEL BASE: 145" - 157"	Provide Wheel Base:	145.7

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 of 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 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.

- 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](#).

RIDER C: EXCEPTIONS TO RIDER B

Not applicable "N/A"

RIDER G: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION


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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - 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.*

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: John Mynahan	Title: FLEET SALES MANAGER
Authorized Signature: <div style="margin-left: 20px;">  <p style="font-size: small; margin: 0;">970DF8E9CA924E5...</p> </div>	Date: 12/20/2024