



**MASTER AGREEMENT CONTRACT**

**DATE:** 10/28/2022

**ADVANTAGE MASTER AGREEMENT CONTRACT #:** 18P 20052200000000000147

**CONTRACTED SERVICE:** Emergency Bio-Hazard Cleaning Service

**START DATE:** 10/28/2022      **END DATE:** 8/31/2024

**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:** SHS #9, 4th Floor Cross Office Building

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

**PROVIDER**

**AWSP,INC dba SERVPRO of Augusta/Waterville**

**Address:** 7 Townsend Rd

**City:** Augusta      **State:** ME      **Zip Code:** 04330

**Provider's Vendor Customer #:** VC0000227760

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

AWSP, INC dba SERVPRO of Augusta/Waterville

DocuSigned by:  
*Jaime C. Schorr*  
6D6437754DD0459...

DocuSigned by:  
*Anthony Wolverton*  
0314532F9C55476...

Jaime C. Schorr, Chief Procurement Officer  
Date 10/28/2022

Anthony Wolverton, Owner  
Date 11/4/2022

ACRONYMS/DEFINITIONS:

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

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
Agreement Administrator	Master Agreement Contract Administrator
Contract	Formal and legal binding agreement
Department	State of Maine Department utilizing 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 Master Agreement Contract Administrator for this Contract. This person will manage contract extensions/renewals and will act as a liaison between the using Department and the Provider when contract issues need clarifications or resolution:

Name: William Allen

Email: [wje.allen@maine.gov](mailto:wje.allen@maine.gov)

Telephone: 207-624-7871

**Department Representative:** Individual using Departments will assign a contact person each time the service is requested. This person will be responsible for scheduling the required service and ensuring service has been provided before payments are made; they will not be able to alter the scope of the Contract.

**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: Anthony Wolverton

Email: [awolverton@servproaw.com](mailto:awolverton@servproaw.com)

Telephone: 207-622-7166

Name: Blake Clements

Email: [bclements@servproaw.com](mailto:bclements@servproaw.com)

Telephone: 207-441-8560

## 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"/>	Rider A – Scope of Work, Hourly Labor Rates
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Provider Debarment Form
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed

## RIDER A SCOPE OF WORK

**Contracted Service:** Emergency Bio-Hazard Cleaning Service

### **Service Description**

The definition of bio-hazard clean-up for the purpose of this Contract is: The cleanup of any area that has been contaminated by human, animal or plant pathogens, or any biologically contaminated substance that is dangerous to people or the environment. These contaminants include but are not limited to: infectious diseases, COVID-19 or similar viruses, human or animal wastes, medical wastes or bloodborne pathogens, hazardous material remediation, emergency cleaning remediation, mold remediation, air duct cleaning, special carpet/tile cleaning and fire/smoke damage cleanup.

### **Pre-contamination Planning**

The Provider must perform upon request bio-hazard pre-contamination site evaluations and create detailed clean-up plans for the facility. The plan must minimally include: how long the process will take, how many people will be on site performing the service, what cleaners / chemicals and supplies will be used, what processes will be implemented to protect electronics, office spaces, facility structure, employee's professional and personal property and confidential information including documents, visual and audio information which cannot be secured. The plan must also include a facility reentry timeframe / plan and an estimated cost for the clean-up.

Pre-contamination Planning will take place onsite for each loss. As each loss is site, hazard, and contamination specific, onsite planning is critical. Planning will involve the following steps: 1. Ensure health and safety of technicians and occupants, 2. Inspect and evaluate, 3. Isolate and contain affected areas, 4. Remove uncontaminated contents, if applicable, 5. Contain and dispose of unrestorable contents, if applicable, 6. Contain and remove restorable contents for off site processing, if applicable, 7. Clean, sanitize, and remove restorable contents, if applicable, 8. Demo, contain and dispose of unrestorable structural materials, if applicable, 9. Clean, sanitize and, if possible, seal restorable structural materials, if applicable, 10. Evaluate and confirm cleanliness, 11. Remove containment, if applicable.

### **Required Knowledge**

The Provider must demonstrate knowledge of federal and state CDC guidance for selection/use of the proper disinfectant/cleaning product; the proper cleaning method given the incident/contaminant; and the proper level of cleaning for each incident/contaminant. The Provider must demonstrate its ability to keep current on CDC guidance that changes frequently particularly under pandemic conditions.

### **Provider Personnel Training**

The Provider must provide documentation that all employees used to perform bio-hazard cleanings in State of Maine facilities have been trained in Bloodborne Pathogens (BBP) to meet OSHA standards (29 CFR 1910.1030), what the proper Personal Protective Equipment (PPE) required is, how to properly don (put on) PPE, use PPE, doff (take off) PPE, how to properly dispose of or disinfect, inspect for damage, and maintain PPE, and the limitations of PPE. Training must minimally meet OSHA standards PPE (26 CFR 1910.132), Eye and Face Protection (29 CFR 1910.133), Hand Protection (29 CFR 1910.138) and Respiratory Protection (29 CFR 1910.134).

### **Cleaning Materials**

The Provider must only utilize EPA registered cleaners and chemicals.

**Safety Data Sheets**

The Provider must provide the State of Maine facility manager in charge on the day the bio-hazard clean-up is to be performed Globally Harmonized Safety Data Sheets (SDS) for all cleaners and chemicals to be used in the facility before the process begins.

**Disposal of Contaminated Material**

The Provider will be responsible for the disposal of any contaminated material or clean-up waste and must provide documentation it was disposed of in a proper manner. The Provider must provide a detailed plan of their disposal processes for each clean-up upon request. A list of all State of Maine or State employee owned material must be presented to the facility manager in charge before it is removed from the facility. After the clean-up has been performed, documentation that the contaminated material has been properly disposed of must be provided to the State of Maine.

Provider must maintain a contract established with a medical waste disposal company. The material will be stored under lock and key at the Provider's facility and they will contact the disposal company to arrange and schedule for pickup. All waste will be disposed of in trash bag, which is placed in an appropriately labeled biohazard trash bag, and placed in an appropriately labeled and sealed biohazard transportation box. Provider will require authorization to dispose of any and all personal property prior to disposal. Once material identified for disposal has been removed from the loss site, it is transported to the Provider's warehouse, and the Medical Waste Disposal Company will be contacted to schedule for pickup of said material.

**Background Checks**

All Provider personnel used for these services must clear a Department provided background check that minimally proves they have never been convicted of a felony or he or she has not been convicted of a misdemeanor in the past five years for which there was a sentence of jail time (served or not) which includes fingerprinting. All costs associated with background checks will be the responsibility of the Provider.

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

**Confidentiality Policy**

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

**Certificate of Liability Insurance (COI):**

The Contractor shall procure and maintain, for the duration of the contract, insurance for injuries to persons or damages to property which may arise from or in connections with the performance of the work hereunder by the Contractor, agents, representatives, employees or subcontractors. The Contractor will supply a COI to the Department prior to the start of the contract term and must send updates as the COI's are revised or new policies are issued. The Department the service is being provided for may request a copy of the COI from the Provider before the service is provided. The Department and the facility address covered by this contract will be listed as the Certificate Holder, all appropriate ADDL INSD boxes must be checked.

**Response Time**

The Provider has a four (4) hour response time for the following counties:

- Androscoggin, Sagadahoc, Lincoln, Knox, Waldo, Kennebec, Franklin, Somerset and Hancock counties.

The Provider cannot offer service in the other counties.

**Quotes**

The Provider will furnish a quote for all services before any service is provided. The State of Maine does not intend to pay mileage, fuel costs or other travel associated expenses. If these costs are to be charged they must be in the quote provided and must be agreed to in writing by the using Department before service is provided.

**Costs**

Labor for each level of employee which will be invoiced for:

Bloodborne Pathogen Between 8:00 am and 5:00 pm

Technician - \$345/hr

Supervisor - \$380/hr

Bloodborne Pathogen Between 5:00 pm and 8:00 am

Technician - \$518/hr

Supervisor - \$570/hr

Water Damage Between 8:00 am and 5:00 pm

Technician - \$105/hr

Supervisor - \$116/hr

Water Damage Between 5:00 pm and 8:00 am

Technician - \$158/hr

Supervisor - \$175/hr

Mold Damage Between 8:00 am and 5:00 pm

Technician - \$130/hr

Supervisor - \$143/hr

Mold Damage Between 5:00 pm and 8:00 am

Technician - \$195/hr

Supervisor - \$215/hr

**STATE OF MAINE | SERVICE CONTRACT**

**MA 18P 200522-147**

Sewer Damage Between 8:00 am and 5:00 pm

Technician - \$157/hr

Supervisor - \$175/hr

Sewer Damage Between 5:00 pm and 8:00 am

Technician - \$235/hr

Supervisor - \$263/hr

Fire Damage Between 8:00 am and 5:00 pm

Technician - \$105/hr

Supervisor - \$116/hr

Fire Damage Between 5:00 pm and 8:00 am

Technician - \$158/hr

Supervisor - \$175/hr

Material costs – will include PPE suits, respirators, cartridges, boxes for disposal, air scrubbers, plastic sheeting, containment devices, and other tools and supplies as directed by the job. These material costs will be billed as needed in accordance with the scope of work.

Other Biohazard Cleaning is generally billed based on the square footage of the affected area. Material costs would be an additional charge, similar to cleaning of bloodborne pathogens. This type of cleaning would include sewage and cleaning of viral pathogens.

**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:



**STATE OF MAINE | SERVICE CONTRACT****MA 18P 200522-147**

- 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

This contract does not have any exceptions.

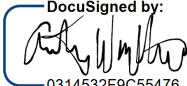
## RIDER D

**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:*

- d. 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.*
  - e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 
    - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    - vii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
    - viii. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
  - f. 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: Anthony wolverton	Title: President
Authorized Signature:  0314532F9C55476...	Date: 11/4/2022

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.