MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 26051500000000000127	
COMMODITY/SERVICE DESCRIPTION: Procurement Assistance and IT Support Services (PASS & IT RAC)	
START DATE: 6/15/2026	END DATE: 1/18/2029

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., 4th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Gartner, Inc.		
ADDRESS: 56 Top Gallant Road		
CITY: Stamford	STATE: CT	ZIP CODE: 06902
PROVIDER'S VENDOR CUSTOMER #: VC1000031908		

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

Department Representative:

Signed by:
William J. E. Allen
2D5B6E39F57E44A...

William Allen, Senior Procurement Manager

Date 6/17/2026

Provider Representative:

Signed by:
David Vixama
1DE30342CE6E426...

David Vixama Associate Director

Date 6/17/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA 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: Nancy Tan, Director of IT Procurement	
EMAIL: Nancy.tan@maine.gov	TELEPHONE: 207-816-1416

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: Will McGuire	
EMAIL: will.mcguire@gartner.com	TELEPHONE: (571) 683-4482

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

Master Agreement (MA) procurement method: NASPO Value Point Cooperative Purchasing Program, PASS – IT RAC Solicitation

State of North Carolina Master Agreement: DPC-1428523190-SA-21-PASS_ITRAC
(RFP: DPC-1428523190-SA)

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications and User Information
☐	RIDER B – Terms and Conditions
☐	RIDER C – Exceptions
☒	RIDER D – NASPO Value Point Master Agreement with Gartner, Inc. (DPC-1428523190-SA-21-PASS_ITRAC)
☒	OTHER – NASPO Value Point Participating Addendum
☒	ATTACHMENT A – State of Maine General Terms and Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements

RIDER A: SPECIFICATIONS AND USER INFORMATION

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I. CONTRACT PERIOD:

Start [6/15/2026] through [1/18/2029]

Following the initial term of the contract, up to three (3) one-year renewal terms may be exercised. The total contract term shall not exceed six (6) years.

☒ Initial Term
☐ First Renewal
☐ Second Renewal
☐ Third Renewal

II. SERVICE: Procurement Assistance and IT Support Services (PASS)

III. INTRODUCTION/OVERVIEW:

The purpose of this Agreement is to order IT research and advisory services from Gartner, Inc. (“Provider”, “Vendor,” or “Contractor”) on an as needed basis through the NASPO ValuePoint Master Agreement #DPC-1428523190-SA-21-PASS_ITRAC executed by Provider and the State of North Carolina (“Lead State”) for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services (“Master Agreement”). Services are explained in greater detail for Category 1 and 2 Master Agreement Categories at the following link: PASS Portfolio Map.pdf

IV. SCOPE OF WORK:

Procurement Assistance Support Services (PAAS) and IT Research, Advisory, and Consulting Services (IT RAC)

The scope of Products and Services that may be procured by authorized users defined in Section VI (State of Maine Office of Information Technology) shall be any Products and/or Services awarded under the Master Agreement for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting Services (IT RAC). The entire scope of the products and services available through the NASPO ValuePoint Master Agreement for PASS and IT RAC services from Gartner, Inc. ("Provider" or "Contractor") can be found in the contract document linked in Rider D.

V. CONTRACTED PRICING/RATES

Category 1 and 2 contracted labor rates can be found at the following link:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1777917709_91598862_gartner_inc._pricing.pdf

VI. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

Office of Information Technology

Municipalities, political subdivisions, and school districts in Maine:

☒ Are NOT permitted to utilize this MA.

☐ Are permitted to utilize this MA as written.

☐ Are permitted to utilize this MA with the following conditions:

VII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders from OIT. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over $5,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

RIDER D: NASPO VALUE POINT MASTER AGREEMENT

Documents Incorporated by Reference:

NASPO MA #**DPC-1428523190-SA-21-PASS_ITRAC** available at:

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1767977330_State%20of%20North%20Carolina%20NASPO%20DPC-1428523190-SA-21-PASS_ITRAC%20January%202026_FE.pdf

Participating Addendum Number 18P 260515-127

for

PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS) and IT RESEARCH, ADVISORY, AND CONSULTING (IT RAC) SERVICES

between

State of Maine

and

Gartner, Inc.

This Participating Addendum ("Addendum") is entered into by the State of Maine by and through the Office of Information Technology ("Participating Entity or "the State") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number DPC-1428523190-SA-21-PASS_ITRAC, executed by Contractor and the State of North Carolina ("Lead State") for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services ("Master Agreement"):

Gartner, Inc ("Contractor")
56 Top Gallant Road
Stamford, CT 06902

1. PARTICIPATING ADDENDUM CONTACTS

Contractor's contact for this Participating Addendum is:

Will McGuire
Contract Manager
will.mcguire@gartner.com
(571) 683-4482

Participating Entity's contact for this Participating Addendum is:

Nancy Tan
Director of IT Procurement
nancy.tan@maine.gov

2. TERM:

☒ This Participating Addendum shall become effective as of the date of the last signature below or March 31, 2026, whichever is later, and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

A. This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on January 18th, 2029, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

3. **PARTICIPATION AND USAGE**: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Maine and Contractor for Information Technology Research & Advisory Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts or other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating entity has the sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware than entity's use of the Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

4. **GOVERNING LAW**. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, the State of Maine's laws. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Maine over any and all lawsuits arising under or out of any term of this Agreement.

5. **SCOPE**

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

The entire scope of the products and services available through the NASPO ValuePoint Master Agreement for PASS and IT RAC services from Gartner, Inc. ("Provider" or "Contractor") are found at the following link: https://www.naspovaluepoint.org/portfolio/procurement-assistance-it-support-services/

Services are explained in greater detail for Category 1 and 2 Master Agreement Categories at the following link: PASS Portfolio Map.pdf

A. CATEGORY 1 Procurement Assistance Support Services
B. CATEGORY 2 IT Research, Advisory, and Consulting Services
C. OPTIONAL – Value Add Products

6. **PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT**

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:** Participating Entity Addendum and State of Maine General Terms and Conditions (including Attachment A), Rider A and Rider D are incorporated herein by reference.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. This Participating Addendum makes the following changes to modify or supplement the Master Agreement's terms and conditions:

A. Information Technology Standards. Where applicable, any Statement of Work ("SOW") issued under this Agreement that involves the transmission, processing, or storage of State data shall incorporate and comply with the State of Maine information technology and security standards and any mandatory guidance issued by the State for procurements. Contractor shall comply, where applicable, to State IT Policies and Procedures found at https://www.maine.gov/oit/policies-standards to ensure that products and/or services provided under the Master Agreement are in compliance with all applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the Contractor comply with the changed standard at a cost mutually acceptable to the parties.

Use, Security, and Retention. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Maine Office of Information Technology (OIT) and all applicable laws, rules, policies, publications, and guidelines.

Where applicable, Contractor shall use, hold and maintain State Confidential Information, as defined and agreed to in the OIT Non-Disclosure Agreement (available at Forms | Division of Procurement Services), in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Participating Addendum, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State and provided in the OIT Non-Disclosure Agreement. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

B. Generative Artificial Intelligence (GenAI) Reporting. Upon request by the State, Contractor must complete a GenAI reporting fact sheet provided by OIT to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI reporting factsheet may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI factsheet as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI special provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State. Notwithstanding the foregoing, parties understand and agree that AskGartner, which is available to licensed users, does not fall under the provisions of this clause.

C. Contractor Partners: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement and Participating Addendum.
Contractor shall remain primarily responsible to the State for all Products and Services provided to the State under the Master Agreement and Participating Addendum including but not limited to: (I) performance; (II) compliance with all of the terms and conditions of the Agreement and (III) compliance with the requirements of all applicable laws. Furthermore, Contractor's use of one or more subcontractors, fulfillment partners, or Software as a Service (SaaS) providers ("third parties") does not create privity of contract between any of the third parties and the State. A fulfillment partner has no authority to amend the Master Agreement or to bind Contractor or the State to any additional terms and conditions.

D. Business Review Meetings: The Contractor, at the request of the State, shall be required to meet annually with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Contractor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement, and cost saving ideas, and discuss any other pertinent topics. Business Review meetings shall be scheduled annually and be presented by the Contractor and be inclusive of the following: Spend overview (State Agency Spend) FY Comparison; Product Cost Savings from list price; Sustainability Efforts and Results; Additional Discounts Exercised; Challenges; and Improvement Ideas.

E. Term: The term of this Participating Addendum shall be effective from the date of last signature below and Effective Date and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

F. Order of Precedence: The following documents are incorporated in descending order of constructive precedence:

1) Attachment A, State of Maine General Terms and Conditions for Goods and/or Services under Buyer Purchase Orders (BPOs) and Master Agreements (MAs)
2) State of Maine Participating Addendum; and

3) NASPO Cooperative Contract Master Agreement #DPC-1428523190-SA-21-PASS_ITRAC (Rider D)

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

G. Attachments. The following documents are incorporated by reference but not attached:

1) The NASPO Cooperative Contract Master Agreement (#DPC-1428523190-SA-21-PASS_ITRAC) referenced above;
2) The State of Maine OIT Confidentiality and Non-Disclosure Agreement;
3) All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. **TAXES**: Contractor shall pay all property and sales taxes, if any.

8. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The contractor will provide a 1% Base Administrative Fee. The fee shall be paid quarterly, forty-five (45) days after the close of the quarter.

9. **REFERENCES TO EXTERNAL DOCUMENTATION**: The terms and conditions of this Participating Addendum and the Master Agreement shall be the exclusive terms of agreement between the Contractor and the State of Maine. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, shrink-wrap, software license agreements or service level agreements or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor, and not binding on the State of Maine as a Participating Entity.
Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

10. **FEDERAL FUNDING REQUIREMENTS**. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

11. **MANDATORY PURCHASE ORDER LANGUAGE**. Each Purchase Order must contain the following provision:
THIS PURCHASE ORDER IS PLACED AGAINST STATE OF MAINE PARTICIPATING ADDENDUM TO NASPO MASTER AGREEMENT DPC-1428523190-SA-21-PASS_ITRAC. THE TERMS AND CONDITIONS CONTAINED IN THE PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

12. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY **CONTRACTOR**

Signature: DocuSigned by: David Morris 2A644AF5681F482...	Signature: Signed by: David Vixama 1DE30342CE6E426...
Name: David Morris	Name: David Vixama
Title: Acting Chief Procurement Officer	Title: Associate Director
Date: 6/12/2026	Date: 6/12/2026

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovlauepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

ATTACHMENT A

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS AND MASTER AGREEMENTS

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.** Reserved.

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.** Reserved.

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.** Reserved.

8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.

9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

    a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
    b. If Provider fails to deliver specified materials or services, or
    c. If Provider fails to perform any of the provisions of this Agreement, or
    d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
    e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
    f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

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

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

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

13. **GOVERNING LAW**. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

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

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

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

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

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

19. **ORDER OF PRECEDENCE**. Reserved. See Participating Addendum for language governing order of precedence.

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

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

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

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