GEORGE M. BRIGGS
APPLICATION

Project Title: 2014 – 2015 MACTE Statewide Projects

Amount Requested: $30,000

Applicant Agency: Maine Administrators of Career & Technical Education (MACTE)

Address: Maine Applied Technology Region 7
Waldo County Technical Center
1022 Waterville Road
Waldo, ME 04915

Phone: 207 342-5231

Submitted By:

Dr. Donald C. Cannan – MACTE Executive Director

Name and Title of Authorized Official

Signature Donald C. Cannan

Name and Title of Program Director
Dr. Donald C. Cannan – MACTE Executive Director

Signature Donald C. Cannan

Project Officer: Donald C. Cannan
Phone: (207) 212-9192

Date: March 26, 2014

Briggs Budget $30,000

- Contractual Services – Standards Compliance
  - major activities
    1) Directors Tech Update..... $ 8,000
    2) Maine CTE Conference.....$ 7,500
    3) Student of the Year Celebration.....$ 7,500
    4) Tech update support..... $ 5,000
    5) Other ..... $ 2,000

Total **$30,000**

Vendor Name: MAINE ADMINISTRATORS OF CAREER AND TECHNICAL EDUCATION (MACTE) Statewide Projects
PO #: **Date: July 1, 2014**

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

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

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

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:

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

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

Donald C. Cannan

Dr. Donald C. Cannan, MACTE Executive Director

Division of Purchases' Sole Source Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are not the direct result of a competitive RFP or a subsequent renewal that was anticipated in the RFP. If the proposed contract is the direct result of a competitive RFP or an anticipated renewal, please complete the Competitive Award Authorization Form.

Contract Administrator:	Donna Tiner	**Office/Division/Program**	MDOE-CTE
Agreement Amount:	$30,000.00	**CT Number:**	
Start Date:	7/1/2014	**End Date:**	6/30/2015
Vendor/Provider/ Company Name and Address:	Maine Administrators of Career and Technical Education Maine Applied Technology Center Region 7 1022 Waterville Road Waldo, Maine 04915		
Phone:	**207-212-9192**	**VC Number:**	VC1000095027
Type of Service:	Grant for CTE Services		

1. Specific Problem or Need

a. Identify and fully describe the specific problem, requirement, or need that the contract is intended to address and which makes the services necessary.

b. Explain how the department determined that the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated by Maine statute.

The George Briggs Fund is a trust established in Mr. Briggs name by his last will and testimony. The interest generated is to be used for vocational education (Career and Technical Education). The Commissioner of Education may grant these funds to be used exclusively by CTE. This is to be drawn semi-annually and dispersed by the Department of Education.

2. Availability of other Public Resources. Explain how the agency concluded that:

a. Sufficient staffing or expertise is not available **within the department and not just within a departmental division** to perform the service, **and that**

b. Other governmental resources (local, state, or federal agencies) **external to the department** are not available to perform the service more efficiently or more cost effectively than the requested sole source.

N/A – only interest generated by trust fund used, principal administered by Key Bank National Association.

3. Uniqueness: The supplies or services required are unique to a specific contractor.

a. If the contractor has a unique capability, it is insufficient to simply say that the contractor is unique.

b. Describe the unique qualifications, abilities, or expertise of the contractor and the necessity of those particular unique factors to meet the department's needs.

c. If the contractor has unique equipment or facilities or he has proprietary data, fully explain, including the necessity of these particular unique assets to the Department.

The Maine Administrators of Career and Technical Education is an association that encompasses 25 of the 27 secondary CTE schools within the state. The other 2 centers also have the option of joining this group as well. This organization allows MDOE to make sure that all CTE secondary schools and secondary teachers can benefit from the grant. The organizational mission of Maine Administrators of Career & Technical Education (MACTE) is to promote and engage Secondary Career & Technical Education in Maine. The Administrators of each of the 27 CTE centers in Maine are bound together by this professional organization. There are many initiatives impacting CTE in Maine, which by definition MACTE is involved in. These activities are educational and professional in nature and require active leadership and engagement by MACTE.

Division of Purchases' Sole Source Authorization Form

4. Timeframe: Time is of the essence and only one known source can meet the Department's needs within the required timeframe.

a. Provide the date by which the supplies or services must be delivered.
b. Indicate how that date was determined and its significance.
c. Indicate the impact of delay beyond that date in terms of program schedules, milestones, etc.
d. State how long it would take another contractor to acquire the capability to perform (learning period), how much it would cost another contractor to get up to speed, and if appropriate, what it would cost the Department in terms of dollars and man-hours to get another contractor up to speed. State the basis for the above estimates.

July 1, 2014 through June 30, 2015. This will cover the federal year and allow for activities to be conducted year round.

5. Cost. Since competition was not used as the means for this procurement, explain how the department concluded that the costs, fees, or rates negotiated are fair and reasonable. Make either a comparison with similar contracts, use the results of a market survey, or describe another means calculated to make such a determination.

The grant amount is determined by the estimated interest that is earned each year by the endowment.

6. State what is being done to foster future competition.

N/A

Signature:	[signature]
Date:	4-7-14

Limits on Sole Source Justification:

1. **Incumbency does not justify sole source.**
2. **Administrative delay or lack of advanced planning does not create an urgency or time frame requirement that justifies sole source.**

AdvantageME CT No: _____

STATE OF MAINE
DEPARTMENT OF EDUCATION
Agreement to Purchase Services

THIS AGREEMENT, made this 31st day of March, 2014, is by and between the State of Maine, Department of Education, hereinafter called "Department," and Maine Administrators of Career and Technical Education (MACTE), located at Region 7, Waldo County Technical Center, telephone number (207) 342-5231, hereinafter called "Provider", for the period of July 1, 2014 to June 30, 2015,.

The AdvantageME Vendor/Customer number of the Provider is VC1000095027

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

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

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 1 original copy.

DEPARTMENT OF EDUCATION

By: _____
James E. Rier, Jr., Commissioner of Education

and

MAINE ADMINISTRATORS OF CAREER AND TECHNICAL EDUCATION

By: Donald C. Cannan
Dr. Donald C. Cannan, MACTE Executive Director

Total Agreement Amount: $30,000.00

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 6/04)

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FUND	DEPT	UNIT	SUB UNIT		OBJ		JOB NO.	PROGRAM
VC1000095027	$30,000.00	014	05A	4011	07		6401			

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

Goal: The Executive Director and the Executive Board of Maine Administrators of career and technical Education (MACTE) will develop the three major activities for the 2014-2015 school year aligned to the immediate needs of the organization that best meets the needs of Maine's CTE community and that impact the professional development and well-being of the MACTE organization and its members.

Indicator: The Provider will conduct three (3) major activities for the 2014-2015 school year.

Activity 1: Conduct a Fall Statewide CTE Conference on Oct.10, 2014 as a full day conference for all CTE teachers. The event will be held at Lewiston Regional Technical Center. The conference is expected to serve 300-400 people.

Deliverable 1: By November 1, 2014, a report on the conference including a conference agenda; a record of participants; participant evaluations measuring the effectiveness of the event; and evaluation results posted by the Executive Director.

Activity 2: Provide the Directors Tech Update in collaboration with the Department of education throughout the 2014-2015 school year.

Deliverables 2: By June 30, 2015, a report on the delivery of the Directors Tech Update including a record of participants; participant evaluations measuring the effectiveness of the events; and evaluation results posted by the Executive Director.

Activity 3: Conduct a "Student of the Year Awards Celebration" in May, 2015 to honor each CTE Center's choice for Student of the Year for parents, students, staff, and invited guests celebrate to this honor for each CTE Center in Maine.

Deliverable 3: By June 1, 2015, a report on the "Student of the Year Awards Celebration" including a conference agenda; a record of participants; participant evaluations measuring the effectiveness of the event; and evaluation results posted by the Executive Director.

Activity 4: Evaluate and assess the activities conducted over the 2014-2015 school year.

Deliverable 4: By June 30, 2015, a year-end report aligned to and summarizing the activities and results outlined above.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** **$30,000.00**

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

Upon receipt and Department approval of invoices for the Deliverables set forth in Rider A.

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

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

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

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

Name: **DONNA TINER**
Title: **PERKINS GRANT ADMINISTRATOR**
Address: **SHS #23**
AUGUSTA, MAINE 04333-0023

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

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

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

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

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

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

   Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's

commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

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

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

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

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in

connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

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

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July1,1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

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

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

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

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused

thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER 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: _____**

Notification of Changes to the Information

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