

MA 18P 18012900000000000081  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 01/29/18

**Expiration Date:** 02/22/23

**Master Agreement Description:** Equipment Maintenance Program

#### Buyer Information

|                 |              |      |                           |
|-----------------|--------------|------|---------------------------|
| Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
|-----------------|--------------|------|---------------------------|

#### Issuer Information

|                 |              |      |                           |
|-----------------|--------------|------|---------------------------|
| Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
|-----------------|--------------|------|---------------------------|

#### Requestor Information

|                 |              |      |                           |
|-----------------|--------------|------|---------------------------|
| Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
|-----------------|--------------|------|---------------------------|

#### Agreement Reporting Categories

**Reason For Modification:** Extension until 2/22/2023.

#### Authorized Departments

ALL

### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VS0000022005

#### Vendor Name

The Remi Group, LLC

#### Alias/DBA

Remi

#### Vendor Address Information

11325 N. Community House Road  
Suite 300  
Charlotte, NC 28277  
US

## KRISTEN CHILDERS

customerservice@theremigroup.com

## Commodity Information

**Vendor Name:** The Remi Group, LLC

Commodity Code: 93600

**Commodity Specifications:**

**Commodity Extended Description:** Subject to New York State Office of General Services Contract # PS65207  
Agency to obtain quote/invoice from vendor, then create DO against the MA (make sure to attach copy of vendor's quote/invoice). If your order is under \$5,000.00, you will need to e-mail it to the vendor. If more than \$5,000.00, Procurement Buyer will e-mail to the vendor.

| Quantity | UOM | Unit Price |
|----------|-----|------------|
| 0.000000 |     | 0.000000   |

**Delivery Days** **Free On Board**

| Contract Amount | Service Start Date | Service End Date |
|-----------------|--------------------|------------------|
| 0.00            | 01/29/18           | 02/22/23         |

|              |                     |                   |
|--------------|---------------------|-------------------|
| Catalog Name | Discount            |                   |
|              | 0.0000              | %                 |
|              | Discount Start Date | Discount End Date |

## Terms and Conditions

**T&C #:** 165

**T&C Details:** Net 30

Please see authorized signatures displayed on the next page

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.

State of Maine - Department of Administrative and Financial Services

—DocuSigned by:

Jaime Schorr

2/8/2021

6D6437754DD0459

Signature

Date \_\_\_\_\_

Jaime C. Schorr, Chief Procurement Officer

Vendor

- DocuSigned by:

Kristen Childers

2/8/2021

C7E5818A2B9C466

Signature

Date \_\_\_\_\_

Kristen Childers

Contract Manager

---

Print Representative Name and Title

AdvantageME No: MA 18P 180129\*081

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
PARTICIPATING ADDENDUM

THIS PARTICIPATING ADDENDUM, made this 8<sup>th</sup> day of January, 2018, is by and between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and The Remi Group, LLC, located at 11325 N. Community House Rd., Ste. 300, Charlotte, NC 28277, telephone number 484-228-8042, hereinafter called "Provider". The AdvantageME Vendor/Customer number of the Provider is VS0000022005.

WITNESSETH, the State of New York awarded a contract (the "Contract") for Equipment Maintenance Services, contract number PS65207, in accordance with its laws and statutes governing competitive procurements;

WITNESSETH, the term of this Participating Addendum shall be effective from a start date of February 1, 2018, to January 23<sup>rd</sup>, 2021 unless earlier terminated. The Department reserves the right, at its sole discretion, to extend this Participating Addendum under the same terms and conditions and may choose to do so regardless of the term or status of the Contract. The Department reserves the right to extend this Participating Addendum beyond the existence of the Contract insofar as the Department's participation is based upon the competitive bid in existence at the time of the signing of this instrument.

WITNESSETH, the Riders listed below are incorporated into this Participating Addendum, and the terms and conditions contained within Riders A, B, and G take precedence in the event of a conflict or inconsistency with the terms and conditions of the Contract:

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

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

Provider: The Remi Group, LLC

By: Patricia Young  
Patricia Young, Contract Administrator

Date: January 26, 2018

and

Department of Administrative and Financial Services

By: Jaime C. Schorr  
Jaime C. Schorr, Chief Procurement Officer

Date: 1/29/18

Total Agreement Amount: \$0.00 MASTER AGREEMENT - NO FUNDS RESERVED

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

## BP 54 - AGREEMENT TO PURCHASE SERVICES

## RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED**OBJECTIVE:**

The primary intent of this contract is to provide State Agencies ("Agencies" or "Authorized Users") with an Equipment Maintenance Program (EMP). The Provider shall be responsible for oversight, administration and coordination of equipment maintenance and service on selected types of equipment ranging from simple office equipment to complex fire alarm systems. The EMP covers the full cost of maintenance and repair, and may replace more expensive individual service contracts. Typically this coverage is provided through various maintenance agreements and service contracts often entered into independently by authorized users. The equipment maintenance program provider shall be responsible for oversight, administration and coordination of the equipment maintenance and service. Examples of the types of equipment covered under this contract include, but are not limited to:

|                              |                                       |                         |                         |
|------------------------------|---------------------------------------|-------------------------|-------------------------|
| <b>Office</b>                | <b>Financial</b>                      | <b>Mail</b>             | <b>Medical/Hospital</b> |
| Collating Machines           | After Hour Depository                 | Bag Tagging Equipment   | Analyzers               |
| Copiers                      | Automated Teller Machines             | Bar-coding Equipment    | C-Arms                  |
| Dictation Equipment          | Cash Dispensers                       | Binding Machines        | CT Scanners             |
| Endorsers                    | Check Encoders                        | Bursts / Cutters        | Centrifuges             |
| Fax Machines                 | Check Imprinters                      | Collators / Decollators | Defibrillators          |
| Mail Machines                | Currency Counters                     | Conveyors               | DNA Sequencing          |
| Microfiche/Microfilmers      | Coin Counters                         | Sorters                 | Flow Cytometers         |
| Plotters                     | Financial Calculators                 | Folders / Inserters     | Incubators              |
| Rotary Filing Systems        | Reader Sorters                        | Ink Jet Addressing      | Lasers                  |
| Material Shredders           | Safe Deposit Boxes                    | Ink Jet Drying          | MRIs                    |
| Time Clocks                  | Teller Networks                       | Insertion System        | Mammography             |
| Typewriters                  | Visual Auto Tellers                   | Labeling System         | Mass Spectrometers      |
| Word Processors              |                                       |                         | Microscopes             |
|                              |                                       |                         | Portable X-Ray          |
|                              |                                       |                         | Tissue Processors       |
|                              |                                       |                         | X-Ray/Flouro Rooms      |
| <b>Security</b>              | <b>Information Technology</b>         | <b>Communications</b>   |                         |
| Alarm Systems                | Back-up Systems                       | Audio Visual Systems    |                         |
| Breathalyzers                | Barcode Equipment                     | Paging Systems          |                         |
| Card Access Systems          | Controller Cards                      | Intercoms               |                         |
| Fingerprint Systems          | Interactive White Board (Smart Board) | Pager Devices           |                         |
| In-Car Video Systems         | Laptops                               | Radios                  |                         |
| Keypads                      | Network Infrastructure                | Voice Mail Systems      |                         |
| Mechanisms                   | Network Security Hardware             |                         |                         |
| Metal Detectors              | Network Storage                       |                         |                         |
| Two-Way Radios               | Personal Computers                    |                         |                         |
| Video Surveillance Equipment | Printers/Scanners/Servers             |                         |                         |
| Vaults & Safes               | Surge Protectors                      |                         |                         |
|                              | Telephone Systems                     |                         |                         |
|                              | UPS Devices                           |                         |                         |
|                              | Webcams                               |                         |                         |

**BP 54 - AGREEMENT TO PURCHASE SERVICES****EXCLUDED EQUIPMENT:**

The following items are excluded from coverage under this EMP contract: refrigeration systems, HVAC, elevators, escalators, lift equipment, machinery, vehicles, motorized equipment and manufacturing equipment.

**THE FOLLOWING SERVICES ARE INCLUDED UNDER THIS CONTRACT:****REMI ONLINE REPORTING TOOLS:**

Through *Remi Online*, Authorized Users have the ability to track the performance of individual pieces of equipment, identify poorly performing equipment, ensure scheduled preventative maintenance completion, delve into individual maintenance events, or review overall program results. The Remi Group may be able to create certain customized reports to accommodate unique reporting requirements. Authorized Users with special reporting needs are directed to contact the Remi Group account director to request assistance with the development of special reports. The online reporting system gives Authorized Users the option of either logging onto the Remi website to view results or the Authorized User may elect to receive desired reports automatically via email. Data from Remi Online may also be downloaded in a variety of formats.

**DATA CAPTURE:**

The Remi Group, LLC is required under this contract to capture and store data according to the specifications of the RFP. The Remi Group will offer Authorized Users an interface to this data via Remi Online. The Authorized User will retain ownership of all data entered into the database and reporting system. This interface shall be provided for the life of the contract and at no additional charge.

**CUSTOMIZED COVERAGE:** Under the EMP the Authorized User controls the level of coverage desired for each piece of scheduled equipment and retains the flexibility to purchase the exact level of protection desired on a case-by-case basis. For example, it is possible to choose around-the-clock labor coverage, including unlimited overtime, for a mission critical system while limiting coverage to 9 to 5 on other less critical systems. The Authorized User may include scheduled preventative maintenance inspections at the OEM's recommended frequency (i.e. four per year) or more frequently if deemed necessary. Authorized Users have the ability to customize the program to meet their evolving needs.

**MAINTENANCE CONTRACT EVALUATION:** The Remi Group will assist the Authorized User in the evaluation of currently in-force vendor service agreements to ensure that equipment service levels, hours of coverage, coverage limitations, and total cost is consistent with industry best practices. The Remi Group will recommend service options for each piece of equipment ranging from renegotiation of the current contract, placement under a maintenance coverage plan, or management on a "time and material" billing basis. The goal of this process will be to ensure service quality and equipment uptime, while achieving the best return for each dollar invested in the maintenance of the State's equipment.

**VENDOR MAINTENANCE OVERSIGHT:** The Remi Group will be responsible for providing strict oversight of each covered maintenance event to ensure that the service work performed by the Authorized User's chosen vendor is effective and appropriately invoiced. The Remi Group will also be responsible for guaranteeing that the service work is performed in compliance with industry standards and meets the manufacturer's specifications for the device. The Remi Group will review the service report and associated vendor invoice to ensure the charges are appropriate to the activity completed and that the Authorized User receives credit for all warranty work, and that there are no unnecessary charges designed to increase the chosen vendor's profit margins.

**TOTAL LIFECYCLE MANAGEMENT:** The Remi Group will assist Authorized Users in monitoring all aspects of their equipment performance. This includes equipment breakdowns, scheduling maintenance, negotiating with vendors, managing the Authorized User's equipment assets and tracking equipment through its

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entire lifecycle. The goal of such management will be to extend the useful life of the Authorized User's equipment, ultimately reducing the overall equipment acquisition budget. The Remi Group will also be available for consultation with Authorized Users prior to the purchase of new equipment and will be required to use data gathered from their monitoring practices to offer advice on the projected lifecycle cost in comparison to the initial acquisition cost of the equipment being considered.

**LOSS CONTROL SERVICES:** The Remi Group Engineering Team is required to provide 24 hour service for consultation, guidance and support on all maintenance/program questions. The Remi Group will monitor covered equipment maintenance cost trends, failure rates and specific vendor performance to identify cost saving opportunities. When necessary, the Remi Group will locate alternative service vendors and alternative sources for manufacturer approved parts. The Remi Group will consult with Authorized Users to advice on those steps that may be implemented to reduce unnecessary maintenance expenditures.

**PROGRAM TRAINING:** The Remi Group offers training programs that can be scheduled as needed for all end users. The Remi Group's training program includes: program operation, Remi Online training, management reporting and loss control.

**CONTRACT PRICING:**

The Contractor's discount percentages shall remain the same for the entire Contract term, including any extensions or renewal terms. Contract pricing (rates) shall be considered firm for the life of the Contract.

The equipment maintenance service program pricing offers the following discounts from current equipment vendor's maintenance contract costs:

- 27% for all Financial, Mail, Medical/Hospital, Security, and Communications Equipment; or Information Technology Equipment added prior to January 24, 2016
- 28% for all Office Equipment (previously 27%) added after December 14, 2017
- 30% for all Information Technology Equipment between January 24, 2016 and December 14, 2017
- 31% for all new Information Technology Equipment added after December 14, 2017

Authorized users should review the table under the Scope Clause for examples of the types of equipment that fall under each of the equipment categories above.

**CONTRACT MIGRATION:**

Authorized Users holding previously established and independently awarded contracts with the Remi Group are able to migrate to this contract award.

**ADMINISTRATIVE AND REPORTING REQUIREMENTS:**

## 1) Contract Meetings:

The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements at no additional cost.

## 2) Reporting Requirements – Authorized Users:

The Contractor is obligated to meet with the Authorized User for an initial meeting, and also obligated to meet with the Authorized User on a monthly basis to discuss the following (as well as provide a written monthly report itemizing services performed during that month):

- a) Review job progress; quality of work; and approval and delivery of contract service.
- b) Identify and resolve problems, which impede planned progress.

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- c) Coordinate the efforts of all concerned to ensure compliance with all terms and conditions of the contract.
- d) Maintain a sound working relationship between the Contractor and the other state agencies, and a mutual understanding of the contract.
- e) Review the service performance so the contract progresses on schedule to on-time completion.

**Remi Online Data and Reporting Tools:**

The contractor shall maintain accurate data and produce reports, in a timely manner, with the following types of information and in a format easily sortable by levels, such as:

- Department
- Group
- City
- Location
- Cost Center
- State vs. Non-State Entity

The following data elements must be included in the database:

- Authorized user name, address, and service agreement number and effective dates
- Equipment tag or item number
- Equipment manufacturer, model, serial number, and description
- Vendor name and contact information
- Date equipment was added to or deleted from EMP
- Vendor contract dollar amount per item
- Annual and prorated EMP dollar amount per item
- Specific included and excluded coverage (including preventive maintenance, supplies (toners), etc)
- Transaction details, such as:
  - Invoice number, date, and amount
  - Reason for service call and repair description
  - Invoice status, amount paid, and check number
  - Detailed explanation of denial or partial pay
  - Quarter (1st, 2nd, 3rd or 4th) and covered period (ex: April 1st – June 30th)

Reports must include the following:

- **Schedule of Covered Equipment:** This report will itemize every piece of equipment covered under the EMP.
  - Report must include start and end dates; annual and prorated amount; included and excluded coverages (e.g., consumables).
  - Must be able to be sortable by model or manufacturer.
  - Report must be downloadable for saving in PDF or Excel format, as well as viewable and printable in the browser.
  - Report must include subtotals by location and report totals.
- **Repair History Report:** This report will itemize every piece of equipment that has had an invoice submitted for reimbursement within a specified period of time.



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- Report must include invoice detail, status, and the amount paid, where applicable.
- Must be able to be sortable by location, vendor, or equipment item.
- Report must be downloadable for saving in PDF or Excel format, as well as viewable and printable in the browser.

**Remi Online Standard Reports:**

- **Quote Schedule:** This report will itemize each piece of equipment that has been quoted, but not yet added to the EMP.
- **Equipment Location Summary:** This report will display the total number of equipment items with annual amounts by location.
- **Preventive Maintenance Summary:** This report will itemize every piece of equipment on the program with the number of Preventive Maintenance (PM) services allowed, used, and remaining.
- **Toner Usage Summary:** This report will itemize every piece of equipment on the program with the number of toners allowed, used, and remaining.
- **Poor Performing Equipment:** This report will list equipment with a high frequency of breakdown or high total repair charges for corrective maintenance.
  - Sortable by equipment items, types, or models.
- **Modality Performance:** This report displays the total number of repairs and total repair amount for each type of equipment, manufacturer and model.
- **Equipment Reimbursement Summary:** This report is a summary of the Repair History report.
  - Shows equipment item that has had a submitted invoice, the total number of corrective or preventive repairs, and the average repair amount.
- **Vendor Usage:** This report is a maintenance summary showing the number of invoices received and the total repair expenditures by vendor.
  - Must include a database of New York State certified MWBEs and be able to review their participation.
- **Reimbursement Summary:** This report lists the total number of invoices that have been processed and total amounts paid in full, partial payments, denied payment and voided invoices.
- **Invoice Processing:** This report will display paid invoices, outstanding invoices and invoices denied for payment.
- **Invoice Lookup:** This tool will allow the contract user to get detailed information on a particular invoice or group of invoices within a specific date range, at a specific location, or from a specific vendor.
- **Quick Search:** This tool will allow the contract user to get detailed information about one specific equipment item.
- **Custom Reports:** This tool will give individual contract users the capability of designing reports specific to a user's particular requirements on as needed and case by case basis.

## BP 54 - AGREEMENT TO PURCHASE SERVICES

## RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00 (zero dollars) (Unencumbered, State Agencies will use on an as-needed basis.)

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

Invoicing and payment will be made on an individual order basis, and the Contractor shall invoice each State agency or department according to its individual purchase. Invoices shall not be directed solely to the Division of Procurement Services nor the Department of Administrative and Financial Services unless the invoices pertain to the Division's or the Department's specific usage of this contract.

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: Justin Franzose  
 Title: Procurement Analyst II  
 Address: 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009

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.

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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 thereunder.

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.

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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 therefrom 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 therefrom 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** As a condition of accepting a contract for services under this section, a contractor 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 contractor 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 Agreement and make such

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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. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

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, materialman, 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.

## BP 54 - AGREEMENT TO PURCHASE SERVICES

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 July 1, 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 deappropriated, 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.

BP 54 - AGREEMENT TO PURCHASE SERVICES

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: ME**



**Other. Please identify 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.



## Division of Procurement Services Participating Addendum Authorization Form

**Form Instructions:** This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

|  |  |  |  |
|--|--|--|--|
| <b><i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i></b>   |  |  |  |
| <b>Contract Administrator:</b>   | Justin Franzose  | <b>Office/Division/Program:</b>                                    | Division of Procurement Services                     |
| <b>Agreement Amount: \$</b>  | \$0.00 NO FUNDS RESERVED   | <b>CT or MA Number:</b>  | MA 18P<br>18012900000000000081                       |
| <b>Contract Start Date:</b>  | 2/1/2018   | <b>Contract End Date:</b>  | 1/23/2021  |
| <b>Vendor's Business Name:</b>   | The Remi Group, LLC  | <b>State of Maine VC Number for Vendor:</b>                        | VS0000022005   |
| <b>Vendor's Contact Name, Physical Address, Email Address, and Phone Number</b>                                    | The Remi Group, LLC<br>11325 N. Community House Rd.<br>Ste. 300<br>Charlotte, NC 28277 |  |  |
| <b>Type of Service/Commodity or Project Name:</b>  | Equipment Maintenance Program  |  |  |
| <b><i>The following information should refer to the pre-existing contract held by another state or entity:</i></b> |  |  |  |
| <b>Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):</b>                             | New York State Office of General Services  | <b>Entity Contact Name, Email Address, and Phone Number:</b>       | Jim Ahern<br>jahern@theremigroup.com<br>484-228-8042 |
| <b>Original RFP Name and Number:</b>   | RFP 21988-PF   | <b>Pre-existing Contract Name and Number (resulting from RFP):</b> | Contract # PS65207                                   |
| <b>Contract Start Date:</b>  | 1/26/2011  | <b>Contract End Date:</b>  | 1/23/2021  |

### 1. What is the departmental need for this service or commodity?

This contract is to provide state agencies and other authorized users with an equipment maintenance program. The program provider shall be responsible for oversight, administration and coordination of equipment maintenance and service on selected types of equipment ranging from simple office equipment to complex fire alarm systems.

### 2. How was the pre-existing contract identified?

The State of Maine Division of Procurement Services identified the contract through Government Sourcing Solutions, Inc and the New York State Office of General Services.

### 3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?

The States of Vermont and Rhode Island have contracts with the Remi Group, but this is the most recent competitively bid contract for these services. There are a limited number of competitors offering this type of service. Remi, Specialty Underwriters, and Electronic Risk Consultants submitted bids in response to the New York RFP. Remi was awarded the contract and has been determined to be the best value to the State of Maine.

**Signature:**



**Date:**

1-29-18



## State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

### PART I: OVERVIEW

|   |                      |                                  |                                |
|---|----------------------|----------------------------------|--------------------------------|
| Department Office/Division/Program:                     |                      | Division of Procurement Services |                                |
| Department Contract Administrator or Grant Coordinator: |                      | Justin Franzose                  |                                |
| (If applicable) Department Reference #:                 |                      |                                  |                                |
| Amount:<br>(Contract/Amendment/Grant)                   | \$ 0.00              | Advantage CT / RQS #:            | MA 18P<br>18012900000000000081 |
| CONTRACT  | Proposed Start Date: |                                  | Proposed End Date:             |
| AMENDMENT   | Original Start Date: | 1/29/2018                        | Effective Date:                |
|   | Previous End Date:   | 2/23/2021                        | New End Date:                  |
| GRANT   | Project Start Date:  |                                  | Grant Start Date:              |
|   | Project End Date:    |                                  | Grant End Date:                |
| Vendor/Provider/Grantee Name, City, State:              |                      | The Remi Group, Charlotte, NC    |                                |
| Brief Description of Goods/Services/Grant:              |                      | Equipment Maintenance Program    |                                |

### PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

|          |                                   |  |                                  |
|----------|-----------------------------------|--|----------------------------------|
|          | A. Competitive Process            |  | G. Grant                         |
|          | B. Amendment                      |  | H. State Statute/Agency Directed |
| <b>X</b> | C. Single Source/Unique Vendor    |  | I. Federal Agency Directed       |
|          | D. Proprietary/Copyright/Patents  |  | J. Willing and Qualified         |
|          | E. Emergency                      |  | K. Client Choice                 |
|          | F. University Cooperative Project |  | L. Other Authorization           |

### PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

**1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.**

**This master agreement is to provide state agencies and other authorized users with an equipment maintenance program. The program provider shall be responsible for oversight, administration and coordination of equipment maintenance and service on selected types of equipment ranging from simple office equipment to complex fire alarm systems.**

## State of Maine Procurement Justification Form

### PART III: SUPPLEMENTAL INFORMATION

#### 2. Provide a brief justification for the selected vendor to supplement the response in Part II.

The State of Maine Division of Procurement Services identified the master agreement through Government Sourcing Solutions and the New York State Office of General Services. Previously, State of Maine did not have any equipment maintenance program. Since the beginning of this agreement in 2018, many state agencies have used this agreement to place orders and continue to have an ongoing need for these services. As a result, a contract extension is necessary.

#### 3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The lead state of New York did a competitively bid request for proposals (RFP) for an equipment maintenance program. The Remi Group, Specialty Underwriters, and Electronic Risk Consultants submitted bids in response to the New York RFP. The state of New York awarded the competitively bid contract to the The Remi Group. The Remi Group offers discounts on State of Maine's existing contracts for maintenance services, which makes the costs fair and reasonable.

#### 4. Describe the plan for future competition for the goods or services.

If and when the lead state of New York does its next request for proposals for an equipment maintenance program, State of Maine will do a competitive procurement process as required by statute.

### PART IV: APPROVALS

**Signature of requesting  
Department's Commissioner  
(or designee):**

*By signing below, I signify that I approve of this procurement request.*

*Jaime Schorr*

**Printed Name:**

Jaime Schorr

**Date:**

1/29/2021

## State of Maine Procurement Justification Form

|  |   |                   |                        |
|--|---|-------------------|------------------------|
| <b>Signature of DAFS<br/>Procurement Official:</b> | <small>DocuSigned by:</small><br><i>Michelle Fournier</i><br><small>066BBD96FE5347E</small> |                   |                        |
|  | <b>Printed Name:</b>  | Michelle Fournier | <b>Date:</b> 1/29/2021 |