



MASTER AGREEMENT AMENDMENT

| ADVANTAGE CONTRACT #: 18P 18090500000000000023 | | | |
|--|-----------------|------------------------------|---------------------|
| COMMODITY/SERVICE DESCRIPTION: PQVL for Conference and Meeting Facilities | | | |
| START DATE: 5/16/2024 | | END DATE: 9/30/2026 | |
| This Contract is between the following State of Maine Department and Provider: | | | |
| | STATE OF MAIN | E DEPARTMEN | Г |
| DEPARTMENT NAME: Office of | State Procureme | ent Services | |
| ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9 | | | |
| CITY: Augusta | STATE: ME | | ZIP CODE: 04333-009 |
| | PROV | /IDER | |
| PROVIDER NAME: Augusta Civ | ic Center | | |
| ADDRESS: 16 Cony Street | | | |
| CITY: Augusta | STATE: ME | | ZIP CODE: 04330 |
| PROVIDER'S VENDOR CUSTOMER #: VC1000006667 | | | |
| Each signatory below represents that the person has the requisite authority to enter into this Contract. | | | |
| Department Representative: | | Provider Repre | esentative: |
| — Signed by: William J.E. Illun Bill Allen, Senior Procurement M | anager | Margary Moul Margaret Noel, | Director |

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

8/9/2025

8/11/2025

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: Michelle Fournier | |
|------------------------------------|-------------------------|
| EMAIL: michelle.fournier@maine.gov | TELEPHONE: 207-592-8197 |

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: Margaret Noel | |
|---|-------------------------|
| EMAIL: margaret.noel@augustaciviccenter.org | TELEPHONE: 207-626-2405 |

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

Master Agreement (MA) procurement method: RFP# 201803033

TABLE OF RIDERS

The following Riders are incorporated into this Contract by reference and made part of the agreement. Riders A, B, and G are required. Please check all additional Riders that apply.

| RIDER | | | | |
|-------------|--|--|--|--|
| × | Rider A – Scope of Work | | | |
| X | Rider B – Terms and Conditions | | | |
| | Rider C – Exceptions | | | |
| \boxtimes | Rider D – Responsible Bidder Certification | | | |
| \boxtimes | Rider E – Rate Sheet and Food Policies | | | |
| \boxtimes | Rider G – Identification of Country in Which | | | |
| | Contracted Work will be Performed | | | |
| × | Other – Rental Acknowledgement Form | | | |

RIDER A: SCOPE OF WORK

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I. CONTRACT PERIOD:

Start 05/16/2024 through 09/30/2026

II. INTRODUCTION/OVERVIEW:

This Master Agreement (MA) is awarded as part of the Pre-Qualified Vendor List (PQVL) for the provision of rental space for conference and meeting room facilities for the use of all state agencies for a variety of events on an as needed/as available basis. State agencies could request partial or full-service accommodation, which may include, but is not limited to:

- 1. Space Rental, Setup, Signage, Parking, etc.
- 2. Technology, Rentals and Support
- 3. Meals
- 4. Lodging

III. SPECIFICATIONS:

The Provider will provide conference and meeting space/rooms for the use of all state agencies for a variety of events on an as needed basis. The Provider will coordinate, oversee and manage, on a daily basis, all aspects of the event whether small or large for room set up, conference hosting, event flow, staging, etc.

Location

Service will be provided in Region 2.

Space Rentals and Signage:

At the request of a state agency for large multiday conferences the Provider will allow access to the facility the day prior to the event to deliver items and/or set up for the following morning. Prior to usage, each room should be set up by the facilities staff as requested. Rooms may require furniture, including tables, table skirts, chairs, stools, podium, lectern, dais, staging, pipes and drapes, etc. Rooms should also have a sufficient HVAC system.

- Large Conference/Main Meeting Room Rentals: Main conference room area that will
 adequately fit requested number of attendees and agreed-upon accommodations. Agencies
 may request a large meeting room to accommodate all attendees for needs such as: general
 session, dining, exhibitor area, etc.
- 2. Breakout/Meeting Rooms: Smaller or secondary conference room(s) used for smaller group meetings to be used concurrent with general assembly room. In most cases, it is preferred that these rooms be in the same building as the large banquet/meeting room (when utilized). If the breakout room is part of the main meeting room, it should have a floor to ceiling partition to provide a sound barrier in order for sessions to run concurrently.
- 3. **Dining Rooms:** Agencies may request a separate meal/break serving area on-site so that neither set-up nor clean-up will interfere with scheduled presentations.
- 4. **Registration/Lobby area:** Agencies may require a Registration/Lobby area outside of any meeting room.
- 5. **Secure Storage Area:** Agencies may require a separate secured storage area (mostly for multiday conferences) for equipment, materials, etc.
- 6. **Restrooms:** Adequate (multi-stall) restroom facilities for participants.
- 7. **Exhibit Areas:** Some Agencies hold events that require exhibit areas for inside and/or outside the facility.
- 8. **Inside/Outside Signage:** Agencies may request signage both inside and outside.

A. Facility One Point of Contact

Throughout the duration of the master agreement there will be one dedicated representative assigned as a facility coordinator to oversee and manage all aspects of the event to be sure it runs smoothly and to assist the Agency utilizing the facility with questions and/or needs that arise throughout the event.

B. Technology, Rentals and Support

If applicable, provide onsite technical expertise for both the Agency and attendees for network and internet connectivity and audio-visual support.

- 1. Wireless Internet Access: Facility should include free high speed wireless Internet access sufficient for the number of anticipated participants simultaneously using the Internet, if needed. Some events may require websites/programs on a network infrastructure requiring regular access to the public worldwide web as well as to standard email servers. If there are, standard facility filtering or blocking features the Provider may be asked to turn it off for the conference, if needed.
- 2. **Rentals:** Equipment may or may not be provided by the using Agency. The Agency may require the need to rent equipment from the Provider. Such items could include but not limited to:
 - a. Staging
 - b. Digital Projection Equipment
 - c. Small and Large Screens
 - d. Handheld and Lapel Microphones
 - e. Step Stools
 - f. Easels
 - g. Flags
 - h. Charts
 - i. VHS or DVD Players
 - j. Audio/Video Cart
 - k. Cables, Connectors, Power Strips, Extension Cords
 - I. Amplifier Appropriate for Room Size
 - m. Laser Pointer
- 3. **Audio Visual Equipment and Support:** The Agency may request audiovisual equipment and support for specific events.

C. Other Requirements

- Americans with Disabilities Act (ADA) Compliance: All spaces, including, but not limited to, presentation spaces, parking, and restrooms should be accessible for individuals with disabilities as per the Americans with Disabilities Act http://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg327.pdf. If participants require accommodations to access the content of the event, such as an American Sign Language interpreter, the Agency will provide these services separate from this RFP.
- Smoke-Free: Facility must comply with all applicable laws regarding smoke-free environments.

D. Meals

Meals will be determined by each Agency and will be specific to each event and may or may not be a requirement.

Meal selection will be provided twenty-five (25) days prior to the event. Final meal guarantees are due ten (10) days prior to the start of the event. Alterations to the final meal selection or count are not permitted on the event date.

No outside food or beverages are permitted to enter or leave the facility apart from specialty cakes with advanced notice and permission.

 GSA Rates: Meal pricing, including plates, napkins, utensils, tablecloths, gratuities, etc., must remain within the current maximum approved GSA Per Diem Rates for applicable Agencies. Below are links for the most current rate information.

http://www.gsa.gov/portal/category/100120 https://www.maine.gov/osc/travel/per-diem

Meals must conform to the State Administration and Accounting Manual. Meals with meetings is covered in section 10.40.70 per the link below.

https://www.maine.gov/osc/administration/saam

- Meal items: Agencies may request breakfast, lunch, snacks and/or dinner.
 Providers shall have menu options that provide for a balanced diet with a variety of choices. Providers should provide menu selections that are modest. Water stations may be requested as needed.
- 3. **Dietary Restrictions:** Providers should be able to accommodate specific dietary restrictions such as food allergies or special diets (vegetarian, vegan, etc.) made in advance upon request.

E. Lodging

Some events may require overnight accommodations.

Lodging is preferred onsite but could be through other local area facilities.
Providers who provide onsite lodging should accommodate the total expected
number of conference participants. Rooms should be single occupancy and clean,
well maintained, and well lit. Rooms should also include wireless internet access
for all guests.

 Providers are encouraged to offer their most competitive pricing for lodging, in most cases using Agencies seek costs not to exceed the State of Maine per diem rate. See per diem rate information for your area by clicking on the following link and selecting Maine on the US map, http://www.gsa.gov/portal/category/100120.

F. Parking

Adequate parking for all participants (to include onsite parking for individuals with disabilities), or as an alternative, secondary parking with shuttle services of less than five-minute duration preferred.

G. Reservations

Providers should have a clear Reservation Plan for how state Agencies should make reservations, if required. Provider must accept reservations for an event or meeting space without requiring pre-payment.

H. Cancellations

Scheduled events may be cancelled by the Agency without penalty, up to 30-days prior to the scheduled event, including, but not limited to: room rentals and meals. Any penalties for cancellations after the above stated cancellation period, and the policies governing such cancellation, must be clearly stated by Provider. If a cancellation policy is not provided, there will be no penalty for events cancelled less than 30-days before the event date.

I. Reporting

Provide to the contract administrator an annual report no later than thirty (30) days after the end of each year which includes:

- 1. A summary of the services ordered indicating those paid for with a DO, open market and/or agency credit card;
- 2. The agency utilizing the facility;
- 3. The total dollar value for each event by agency
- Alcohol Services Prohibited: Alcoholic beverages and related services shall not be included in any event agreements or delivery orders under the Master Agreement by or on behalf of the State of Maine.

The Provider shall not offer or include alcohol products or services in any proposals, deliverables, or events involving State of Maine agencies.

State agencies are prohibited from contracting for, including, or paying for alcohol products or services. These expenses are not eligible for reimbursement or payment under the Master Agreement.

Any associated costs must either:

- Be paid for directly by event attendees; or
- Be assumed by a non-State affiliated sponsor, without the use of State funds.

IV. AMENDMENT/EXTENSION PRICE/RATE CHANGES:

The State of Maine shall extend the current Master Agreement with the Augusta Civic Center for an additional one-year term, effective **October 1, 2025, through September 30, 2026.**

As of April 1, 2025, the Augusta Civic Center implemented updated catering menu pricing.

This amendment incorporates the revised Rider B: Terms and Conditions. For changes to other Riders, refer to the Table of Riders above.

Alcoholic beverages and related services shall not be incorporated in any agreements or delivery orders entered into under the Master Agreement by or on behalf of the State of Maine.

V. CONTRACTED PRICING/RATES

Contract Pricing Rates:

The Augusta Civic Center agrees to extend current pricing through the new contract term. The only pricing modification is an update to the food and beverage menu (attached). All the other pricing remains in accordance with the original Rider D: Rate Sheet and Food Policies.

Price and Rate Guarantee Period:

All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period.

Price Adjustment Requests:

Price adjustment requests must be made by the vendor at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

VI. AUTHORIZED USERS

Authorized Users:

All State of Maine departments and agencies are authorized to utilize this Master Agreement.

Municipalities, Political Subdivisions, and School Districts in Maine:

| | Not permitted to utilize this Master Agreement (MA) |
|-------------|--|
| | Permitted to utilize this MA as written |
| \boxtimes | Permitted to utilize this MA with the following condition: With mutual consent of the Provider |

VII. ORDERING PROCEDURE/DELIVERY INFORMATION

Maine Armory Rental Program – When seeking facilities, Agencies are required to include the Maine State Armories, if applicable, when considering possible event locations. For more information on the programs go to

https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/maine-armory-rental-program

Use of Master Agreements

Once an agency has a need for a facility or conference services, the Agency will notify all prequalified vendors who meet the required geographical area and event size when specific services are needed by initiating the mini-bid process. Providers will be given a description of the particular services needed and asked to respond within a specific timeframe. Bids submitted on behalf of the mini bid process will be evaluated on the basis of the Providers' proposed cost or both proposed cost and detailed offering.

The Agency, as applicable, will then select one Provider based on the bids submitted and criteria being evaluated during the "mini-bid" process. Please note, the costs proposed under this RFP process will form the foundation of each Provider's future "mini-bid" responses – that is, a Provider may not propose rates in the "mini-bid" that are above what is proposed in response to this RFP process (but a Provider may propose a rate lower, if it so chooses).

An Agency would create a Delivery Order (DO) against the MA to secure the facility with the awarded bidder concluding the mini-bid process. Delivery Order will be emailed to the Provider's email address on file.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

MAs are to be used as a tool for Agencies, however each Agency reserves the right to select Providers from the PQVL without using this mini-bid process for emergencies, for projects less than \$5,000 and if only one Provider is able to meet the geographical and event size requirements. At the discretion of the State, large projects and/or projects with unique needs not covered within this RFP may be released and awarded through project specific RFPs. Providers for those projects will not be selected from the PQVL, rather through a separate RFP or other procurement process based on their specific needs/timelines.

RIDER B: TERMS and CONDITIONS

 INVOICES AND PAYMENT. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
- B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
- 2. <u>BENEFITS AND DEDUCTIONS</u>. If the Provider is an individual, the Provider understands and agrees that they are 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 their Income Tax records.
- **3. INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 4. <u>DEPARTMENT'S REPRESENTATIVE</u>. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- 5. <u>CHANGES IN THE WORK</u>. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
- **6.** <u>SUB-CONTRACTORS</u>. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

- 7. <u>SUBLETTING, ASSIGNMENT OR TRANSFER</u>. 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.
- **8. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:
 - A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.
 - Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
 - C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) 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. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- **9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to Ittle 5 MRS \\$18-A, (2) and in harmony with Ittle 17 MRS \\$3104. Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

- 10. <u>EMPLOYMENT AND PERSONNEL</u>. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to <u>Title 5 MRS §18-A</u>, (2) and in harmony with <u>Title 17 MRS §3104</u>. Any contract made in violation of these sections is void.
- 11. <u>NON-COLLUSION</u>. 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 abovementioned 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.

- 12.ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
- **13.** <u>TERMINATION.</u> The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

- **14. GOVERNMENTAL REQUIREMENTS**. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- **15. 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.
- 16. <u>STATE HELD HARMLESS</u>. 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. 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 this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- **18.** <u>APPROVAL.</u> This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. <u>INSURANCE REQUIREMENT.</u> The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
 - A. Other Provisions Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
 - i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".
- **20.** 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.

- **21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- **22.** ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

Rider C Exceptions

Rider B Terms and Conditions

Rider A Scope of Work

Rider D Responsible Bidder Certification

Rider E Rate Sheet and Food Policies

Rider G Identification of Country in which contracted work will be performed

Business Associate Agreement included at Department's Discretion

Other Included at Department's Discretion

- **23. <u>FORCE MAJEURE</u>**. 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, pandemic 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.
- 24. <u>SET-OFF RIGHTS.</u> The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties <u>unless</u> expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party

- of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- **26.** <u>AMENDMENT.</u> No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- 27. <u>DEBARMENT AND PERFORMANCE CERTIFICATION</u>. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
 - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - **28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.
 - 29. <u>CYBERSECURITY AND PROHIBITED TECHNOLOGIES.</u> Through the execution of this contract, the Provider certifies 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 M.R.S. §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, https://www.maine.gov/oit/prohibited-

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes 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 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), <u>Title 1 M.R.S. §400</u> et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term "confidential information" does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the <u>Maine Public Law</u>, <u>Title 10</u>, <u>Chapter 210-B (Notice of Risk to Personal Data Act)</u>.
- **31.** 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.

RIDER D: RESPONSIBLE BIDDER CERTIFICATION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

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

| Name: | Title: |
|-----------------------|----------|
| Margaret Noel | Director |
| | |
| Authorized Signature: | Date: |
| — DocuSigned by: | |
| Margaret Noel | 8/9/2025 |
| 3758B03B4F894A0 | |

MAIN AUDITORIUM

NON-REVENUE PRODUCING \$2000 Per Day
BANQUET \$1000 Per Day
SETUP Day \$1000 Per Day

| , | · · · · · · · · · | |
|---|-------------------|----------------|
| MAIN BUILDING-FIRST FLOOR | FIRST FOUR HOURS | ALL DAY |
| Androscoggin | \$275.00 | \$400.00 |
| Aroostook | \$275.00 | \$400.00 |
| Cumberland | \$400.00 | \$600.00 |
| Franklin (included in auditorium rental for ticket sales) | \$275.00 | \$400.00 |
| Hancock | \$275.00 | \$400.00 |
| Kennebec | \$400.00 | \$600.00 |
| Penobscot | \$400.00 | \$600.00 |
| Lincoln | \$275.00 | \$400.00 |
| Oxford | \$275.00 | \$400.00 |
| Knox | \$200.00 | \$300.00 |
| Lobby (included in auditorium rental for registration) | \$175.00 | \$300.00 |
| MAIN BUILDING-SECOND FLOOR | | |
| Piscataquis | \$400.00 | \$600.00 |
| Sagadahoc | \$400.00 | \$600.00 |
| Washington | \$400.00 | \$600.00 |
| York | \$400.00 | \$600.00 |
| Somerset | \$275.00 | \$400.00 |
| Waldo | \$275.00 | \$400.00 |
| NORTH WING-FIRST FLOOR | | |
| Fort Western | \$400.00 | \$625.00 |
| Arnold | \$250.00 | \$400.00 |
| Howard | \$250.00 | \$400.00 |
| Arnold/Howard | \$500.00 | \$800.00 |
| All Three (FWAH) | \$800.00 | \$1225.00 |
| NORTH WING-SECOND FLOOR | | |
| Augusta | \$400.00 | \$625.00 |
| Capital | \$250.00 | \$400.00 |
| Pine Tree | \$250.00 | \$400.00 |
| Capital/Pine Tree | \$500.00 | \$800.00 |
| All Three (ACP) | \$800.00 | \$1225.00 |
| Maine Lounge (included in ACP rental) | \$110.00 | \$165.00 |
| MAIN BUILDING-DOUBLE OR TRIPLE ROOMS | | |
| Androscoggin/Aroostook | \$300.00 | \$550.00 |
| Lincoln/Oxford | \$300.00 | \$550.00 |
| Androscoggin/Aroostook/Cumberland | \$525.00 | \$950.00 |
| Washington/York | \$480.00 | \$950.00 |
| Piscataquis/Sagadahoc | \$480.00 | \$950.00 |
| Kennebec/Penobscot | \$480.00 | \$950.00 |
| | | |

Note: If setup changeover is required for 2nd or multiple sessions, add \$60/hr. per maintenance staff person per room. We offer a 50% discount on any meeting room in which we serve a full breakfast, lunch or dinner. Rates effective October 1, 2023.

"Not to Exceed" Equipment and Service Rates

| EXHIBIT BOOTH EQUIPMENT | EVENT RATE |
|----------------------------|------------|
| LAIIIDII DOOTII LGOII WLNI | |

| Pipe and Drape | Per 8'x10' Booth | \$35.00 |
|----------------|------------------|---------|
| | Per Run/Foot | \$3.50 |
| Tables | 4', 7' or 8' | \$15.00 |
| Table Skirting | | \$15.00 |
| Table Covers | | \$12.00 |
| Chairs | | \$3.00 |
| Waste Baskets | Small | \$8.00 |
| | | |

Electrical Per 8'x10' Booth \$50.00-IIOV

(Day of Show additions, add \$20 to rates) \$90.00-208 Single Phase

Master Electrician Cost Separate \$105.00-208 Triple Phase

\$50.00-South Lot, per Night

NOTE: Exhibitors and clients are strongly encouraged to bring surge protectors for electrical equipment. Without this protection, the Augusta Civic Center cannot be responsible for damaged equipment.

AUDIO-VISUAL AND PRODUCTION EQUIPMENT

| Stage Sections | 4'x8' | \$20.00 per Section |
|---|--------------------------------|-----------------------|
| Upright Microphone for Announcements | \$95.00 (Auditorium) | \$55.00 Meeting Rooms |
| Sound System with Mixer/Speakers/Podiur | n\$175.00 (Auditorium) | \$85.00 Meeting Rooms |
| Table Mic | | \$15.00 |
| Cordless Mic (Lapel or Handheld) | | \$75.00 |
| Podium | | \$35.00 |
| Fork Lift | With Certified Operator | \$60.00 per Hour |
| Genie Lift | With Certified Operator | \$60.00 per Hour |
| Tensa Barriers | Per 8' Section | \$11.00 |
| Projector | LCD | \$175.00 |
| OWL Conference Camera | | \$150.00 |
| Screen | | \$95.00 |
| Flipchart with Pad & Markers | | \$35.00 |
| Easel | | \$25.00 |
| Phone Line (2 Available) | Local Calls, 800, Collect Only | \$50.00 per Line |
| Photocopies | | \$.20 per Copy |
| Wireless Internet Service | ACC_PUBLIC, no password | Complimentary |
| Hardwire Internet Service | | \$60.00 per Line |

EVENT STAFFING (PER HOUR)

Electrician, AV Technician Per Staff Person \$80.00 per Hour Ticket Taker/Usher Per Staff Person \$35.00 per Hour

Security ACC Event Staff Per Staff Person \$35.00 per Hour (4 Hour Minimum)

Police/EMT/Fire Per Officer \$90.00 per Hour (4 Hour Minimum)

Note: ACC Security Event Staff is required for all events that take place on weekends and holidays or after 5pm on weekdays, or any event that includes a bar. The Augusta Civic Center determines the number of Security Staff needed per event. The Augusta Civic Center reserves the right to require Security at any event it deems necessary. All Security charges are the responsibility of the Lessee (client).

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Custodian \$60.00 per Hour per Staff Person

Note: Custodian charges priced per event if necessary. The Augusta Civic Center reserves the right to charge Custodian fees for excessive cleaning or damages incurred by the Lessee or its agents, volunteers, staff, vendors or event attendees.

AUDITORIUM EVENT SERVICES

Box Office 4.5% of tickets sold at ACC box office

(Minimum Charge \$1000, Maximum Charge \$4000)

Credit Card Charges 3% of tickets sold at ACC box office

BMI Fee .003 of gross ticket sales

Merchandise Sales House Sells 75%/25% (85%/15% on CDs)

Tour Sells 80%/20% (90%/10% on CDs)

Venue Fee Major Event \$3.00 per attendee added to ticket cost

(Note: A major event is any event with ticket sales through Ticketmaster.)

All Other Auditorium Events \$.55 per attendee

Coat Room Self Service \$300.00 per room

Miscellaneous Staff Services \$60.00 per hour per person

Refuse Disposal \$100.00 flat fee

CATERING POLICIES

All food, beverage and snack selections must be received ten (10) days prior to the event. Guaranteed counts must also be received at this time. Final counts are due five (5) days before the event date and may not be lowered after they are given. Any additions or changes made after the final counts are given will be subject to an additional base meal charge of \$3.00 per person. Changes to the counts will NOT be permitted on the event date.

MAINTENANCE POLICIES

Rates and Policies Effective October 1, 2023

All preliminary room setup requirements must be received ten (10) days prior to the event. Final setups must be received five (5) business days before the event date. Any additions or changes made after the final room setup requirements are given are subject to a minimum custodial fee of \$50.00. If the changes require one (1) hour or more, the fee will be \$60.00 per staff person per hour to accommodate the setup changes.

In order for the Augusta Civic Center to appropriately serve your needs, it is necessary for us to enforce the above policies. Product orders and staffing schedules must be completed in a timely manner in order to properly service your event, and we appreciate your cooperation and understanding.

| I HAVE REVIEWED THIS RATE SHEET AS PART OF MY LEASE AGREEMENT AND ACKNOWLEDGE ALL FE | EES. |
|--|------|
| LESSEE | |
| | |
| DATE | |
| | |







EVENT POLICIES & GUIDELINES

To ensure the success of your event, we have listed our policies below. If you have any questions, please contact the Administrative Office at (207) 626-2405. It is our sincerest wish that your event here will be a pleasant one.

MENU SELECTIONS

Meal selection and guaranteed food and beverage counts must be provided twenty-five (25) days prior to the start of the event. Final meal guarantees are due ten (10) days prior to the start of the event and may not be lowered once provided. Changes to the final meal counts within five (days) of the event start date are subject to a \$3.00 per person additional meal charge for added meals. Changes to the final meal counts are *not* permitted on the event date. Prices do not include 8% Maine State Meals Tax (if applicable) and 20% service charge. Invoicing will be based on the final meal guarantee or the actual number of meals served, whichever is greater.

SPECIAL DIETS

The Augusta Civic Center is pleased to prepare meals that require special dietary considerations. While we can usually accommodate and modify existing meal selections, our kitchen does not have separate preparation spaces or utensils for highly sensitive diets, such as gluten free, Kosher, and Halal. Please ask your Event Coordinator for more information. See pages 6-7 for vegan, vegetarian, and gluten-free entrée options. Additional charge of \$3 per plate applies.

ALCOHOL SERVICES

The Augusta Civic Center abides by all State of Maine Liquor Laws and City ordinances. Bartenders use tip dishes on all bars, unless otherwise specified by client. If the sales from a bar are less than \$450.00 (excluding tax and service charge), the client is responsible for the difference. Open bars and pre-set bottles are subject to a 20% service charge. Invoicing for an open bar is calculated on the total amount of beverages consumed plus applicable tax and 20% service charge. The Augusta Civic Center reserves the right to close any bar due to lack of business or excessive drinking. For everyone's safety and security, the Augusta Civic Center reserves the right to refuse service to any patron it deems necessary. Unconsumed alcoholic beverages may not leave the facility.

FOOD AND BEVERAGE EXCLUSIVITY

The Augusta Civic Center takes great pride in serving the finest food and beverages. No food or beverage will be permitted into the facility with the exception of specialty cakes with advanced notice and written permission. Fees apply for cake cutting and plating service. Due to health and safety standards, no food or beverage is allowed to leave the facility, even if the event's attendance does not reach the guaranteed number.

EVENT CANCELLATION—FOOD AND BEVERAGE

The client must notify the Administrative Office of the Augusta Civic Center of any meal cancellations at least ten (10) days prior to a scheduled event to avoid being charged for previously arranged meals and meal services. In the event of inclement weather or a weather-related cancellation, client must give a seventy-two (72) hour notice for postponement to avoid charges for previously arranged meals and meal services. Please refer to your rental agreement or contact your event coordinator for other cancellation information.

SECURITY COVERAGE

The Augusta Civic Center requires staff security to be present at all events scheduled after 5:00 p.m., Monday through Friday, or all weekend or holiday hours, as well as any event that includes alcoholic beverages. This is a fee-based service.

PAYMENT

A non-refundable deposit may be required to confirm your booking. Invoices will be prepared at the completion of the event according to the specifics of the signed rental agreement. Payments are due thirty (30) days from the final invoice date, unless otherwise specified on the rental agreement. Please see your rental agreement for payment details. Accepted forms of payment are

If you have something custom in mind, please ask your Event Coordinator.

We love to use our creativity!

BREAKFAST & BRUNCH

A variety of fresh bagels accompanied by various spreads, including butter, peanut butter, cream cheese, and variety of jams/jellies, and coffee and tea service.

Fresh, hot oatmeal served with a variety of toppings, including dried fruit, brown sugar, blueberries, strawberries, honey, nuts, small cartons of milk, and coffee and tea service.

THE LITE SIDE\$10.95 pp

Fresh fruit, assorted yogurts, coffee and tea service, and assorted bottled juices.

THE CONTINENTAL\$12.95 pp

A classic assortment of breakfast pastries (danish, muffins, coffee cake, cinnamon buns, scones, donuts, breakfast breads, or strudels), fresh fruit, coffee and tea service, and assorted bottled juices.

THE EYE OPENER\$15.95 pp

Scrambled eggs, home fries, your choice of bacon or sausage, breakfast pastries, fresh fruit, coffee and tea service, and assorted bottled juices.

POWER MEETING \$17.95 pp

Hearty breakfast of scrambled eggs, home fries, bacon and sausage, your choice of pancakes or waffles, fresh fruit, coffee and tea service, and assorted bottled juices.





Don't miss our À La Carte Options and Meal Enhancers on Page 9

HOT HORS D'OEUVRES

| Potato Kegs\$1 | .00 per 50 |
|--|------------|
| A combination of hash brown potatoes stuffed with bits of bacon, sour cream, | • |
| and melted cheddar cheese. o | |
| Buffalo Chicken Rangoon\$1 | 15 per 50 |
| A twist on the classic crab rangoon — Buffalo sauce, shredded chicken, and cream cheese, | |
| fried to golden perfection in a delicate wonton. o | |
| Soft Pretzel Bites with Beer Cheese\$1 | .75 per 50 |
| Soft and salty bite-sized pretzels paired with a warm beer cheese dip. | |
| Breaded Chicken Wings\$1 | 50 per 50 |
| Served with a variety of dipping sauces. | |
| Spanakopita\$1 | 50 per 50 |
| A classic combination of spinach, zesty feta cheese, herbs, and spices. o | |
| Spinach or Buffalo Dip with Pita Bread\$1 | 50 per 50 |
| Your choice of our warm, creamy spinach and artichoke dip or our mild cheesy | |
| buffalo dip, served with seasoned pita bread triangles. | |
| Mini Quiche Variety\$1 | 70 per 50 |
| An assortment of bite-sized, egg-based pies. • | |
| Candied Bacon\$1 | 85 per 50 |
| Skewered bacon seasoned for the perfect sweet and salty combination. | |
| Mac and Cheese Bites\$1 | 95 per 50 |
| Panko-breaded bites of creamy macaroni and cheese. O | |
| Beef Wellington\$2 | 35 per 50 |
| Juicy chunks of beef, combined with red wine reduction and mushroom gravy, | |
| baked in a puff pastry. 🌣 | |
| Crab-Stuffed Mushroom Caps\$27 | 5 per 100 |
| Hearty mushroom caps filled with a savory mix of cream cheese, crab, chives, parsley, | |
| garlic butter, parmesan cheese, and bread crumbs. | |
| Seasoned Meatballs\$32 | .5 per 150 |
| Italian (red sauce), Sweet and Sour, or Swedish (brown gravy sauce). | |
| Crab Cakes\$2 | 50 per 50 |
| A delightful blend of crabmeat, bread crumbs, and spices shaped into quarter-sized cakes. $oldsymbol{\circ}$ | |
| Bacon Wrapped Scallops Market price | per each |
| Scallops wrapped in bacon and accented with a bit of parmesan cheese. • | |
| Flatbreads\$4.25 p | er person |
| Pick two toppings: BBQ Chicken with cheddar cheese and red onion; Margherita; or, Steak a | and Cheese |
| with green peppers. | |
| Mashed or Baked Potato Bar\$6.95 p | • |
| Your choice of baked potato or mashed potato, with a variety of toppings, such as shredden | ed cheddar |
| cheese, scallions, bacon bits, brown gravy, sour cream, chopped broccoli, and butter. | |
| | |



COLD HORS D'OEUVRES

| Deviled Eggs | \$200 per 100 |
|--|--------------------|
| Bunless Cheeseburger Bites | \$195 per 50 |
| Beef meatballs, skewered with tomato, pickle, lettuce, bacon, and cheddar cheese. • | |
| Finger Rolls | \$250 per 50 |
| Pick two fillings: chicken salad, ham salad, egg salad, or a mini ham or veggie Italian. | |
| Reuben Tortilla Pinwheels | \$150 per 75 |
| Sliced corned beef, sauerkraut, Swiss cheese, and Russian dressing, rolled in a wheat tortilla and cut into pinwheels. | |
| Shrimp Salad Shooter | \$175 per 50 |
| Cucumber and shrimp, mixed with lemon and herbs. | · |
| BLT Bites | \$150 per 50 |
| Bite-sized bacon, lettuce and tomato sandwiches. • | • |
| Shrimp Cocktail | Mkt Price per each |
| A classic pairing of chilled shrimp and cocktail sauce. | · |



DISPLAYS AND BOARDS

FRUIT TRAY OR VEGGIE DISPLAY

A delicious display of fresh seasonal fruit or vegetables.

XS (serves 25): \$75 | SM (serves 50): \$150

MD (serves 75): \$225 | LG (serves 100): \$300

CHEESE AND CRACKER DISPLAY

An attractive arrangement of

sliced cheeses and premium crackers.

XS (serves 25): \$85 | SM (serves 50): \$175 MD (serves 75): \$265 | LG (serves 100): \$350

CHARCUTERIE BOARDS

An impressive and diverse offering of cheeses, meats, crackers, pickles, olives, nuts, fruits and vegetables. SM (serves 50): \$225 | LG (serves 100): \$450

THE LIGHTER SIDE

KEY: V: Vegan | Veg: Vegetarian, not Vegan | GF: Gluten Free | DF: Dairy Free | NF: Nut Free

Select your perfect combination from our ½ Sandwich, Soup, or options. Choose up to three pre-made sandwich options on the bread of your choice. Pair it with either a Garden Salad or a Caesar Salad (select 1), or Soup. Served with a deluxe pickle tray, individual bags of chips, large cookies, assorted bottled beverages, and coffee and tea service.

- ★ PRE-MADE SANDWICH OPTIONS: (choose up to three) Ham & Swiss, Turkey & Provolone, Roast Beef & Cheddar, Tuna Salad, Chicken Salad, or Egg Salad, served on white bread, wheat bread, or a wrap. Gluten-free bread or wraps available for additional \$2.00 per GF sandwich.
- **★ Soup Selections:** Broccoli Cheddar (Veg, GF); Tomato Vegetable (V, Veg, GF, DF); Chicken Noodle (DF); Beef Stew (GF, DF); Chicken and Rice (GF, DF); Three Bean Chili (V, Veg, GF, DF); Tomato Basil (V, Veg, GF, DF); Chicken Tortilla Soup (GF,DF); Beef and Barley; or Meat Chili. Upgrade to Haddock Chowder or Seafood Chowder for an additional \$3 per person.
- ★ PREMIUM SANDWICHES/WRAPS AND SALADS: Additional cost of \$3pp for premium options; see page 10 for descriptions. Chicken Caesar Wrap; Three Meat Italian; BLAT; Rosemary Focaccia Caprese; Roast Beef Royale; and Chef Salad; Strawberry Spinach Salad; and Chicken Caesar Salad.

The Deluxe Salad Bar includes fresh crisp lettuce, grape tomatoes, sliced cucumber, red onion rings, shredded carrot, sliced pickled beet, black olives, shredded cheese, bacon bits, hard boiled eggs, and your choice of two proteins: tofu, diced chicken, diced ham, or diced turkey. Served with large cookies, assorted dressings, coffee and tea service, and assorted bottled beverages.

Our "Build Your Own" sandwich buffet is always a people-pleaser! Choose up to three proteins (Roast Beef, Ham, Turkey, Tuna Salad, Chicken Salad, Ham Salad or Egg Salad) and two sides (Potato Salad, Pasta Salad, Garden Salad, Caesar Salad, or Coleslaw). Served with assorted breads and cheeses, a deluxe pickle tray, a tray of garnishes (lettuce, tomato and onion), assorted condiments, individual bags of chips, large cookies, assorted bottled beverages, and coffee and tea service.

A convenient, portable choice! A choice of sandwiches or salads (Ham & Swiss, Turkey & Provolone, Roast Beef & Cheddar, Tuna Salad, Chicken Salad, or Egg Salad on fresh white or wheat bread; or a Veggie Wrap on a whole wheat wrap, or a traditional Garden Salad or Chicken Caesar Salad), served with plain chips, seasonal whole fruit, a large chocolate chunk cookie, and assorted bottled beverages. Upgrade to our Premium Boxed Lunches, details on page 10.

BUILD-YOUR-OWN BUFFETS

STREET TACO BAR Two proteins: \$15.95 pp | Three proteins: \$19.95 pp

Your choice of proteins (beef, chicken, pork, or tofu) is served in hard and soft shells with shredded cheese, avocado, sour cream, salsa, shredded romaine lettuce, diced tomato, diced onion, and jalapenos. Served with fiesta rice, refried beans, roasted corn, chili, churros, and assorted bottled beverages. Upgrade to handmade taco bowls for \$2.50 pp. Served with water with citrus station and coffee station.

BURGER BAR Two patties: \$16.95 pp | Three patties: \$21.95 pp

Your choice of patties (beef, chicken, turkey, or veggie) with brioche bun, lettuce, tomato, red onion, and assortment of cheeses, and traditional burger condiments—ketchup, mayonnaise, mustard, and relish. Served with an assortment of bagged chips, garden salad with assorted dressings, French fries, assorted large, freshly baked cookies, water with citrus station and coffee station.

PASTA BAR Two pastas/Two sauces: \$19.95 pp | Three pastas/Three sauces: \$23.95 pp

Your choice of pasta (spaghetti, fettucine, cavatappi, penne, rigatoni, or tortellini) and sauce (marinara, alfredo, meat, or garlic butter). Served with Caesar salad, green beans, garlic knots, cannoli, water with citrus station and coffee station.

PIZZA BAR \$19.95 pp

There's no business like dough business! Create your favorite hand-tossed pizza (up to 2 toppings per pizza; priced as 2 slices per person), accompanied with a tossed or Caesar salad, individual bags of chips, freshly baked assorted cookies, and assorted bottled beverages. Gluten-free crust is available upon request for an added \$1.95 per person; additional toppings are \$1.50 per topping per pizza.

- ★ PROTEINS: Pepperoni, Hamburg, Ham, Grilled Chicken, Bacon, Meatball, or Sweet or Hot Italian Sausage
- ★ FRUITS & VEGGIES: Mushroom, Red Onion, Garlic, Tomato, Black Olive, Greek Olive, Jalapeno, Spinach, Green or Red Bell Pepper, Artichoke, Broccoli, Zucchini, or Pineapple
- ★ CHEESES: Mozzarella, Asiago, Parmigiano-Reggiano, Feta, or Provolone
- ★ HERBS: Basil, Oregano, or Crushed Red Pepper
- ★ SAUCES: Marinara, Pesto, Alfredo, or Garlic/Olive Oil (white pizza)

CONCESSIONS OFFERINGS

Add our Concessions Services as an additional feature to your event!

The Augusta Civic Center's Concessions Services offers traditional concessions food and beverages, as well as event-specific featured products to suit the needs of your guests. Speak with your Event Coordinator to add a Concessions Stand and talk about the availability of custom offerings. Minimum revenue guarantees may apply.

Concessions is also an efficient and cost-effective way to make sure your volunteers, staff, and vendors are fed during the event—without the hassle of choosing meals and finding time in the program. Just send them to Concessions, and we will track the purchases and add them to your final invoice.



BUFFET MEAL SERVICE

Additional charge for other beverages and dessert. A minimum of 20 guests required for all buffets.

CLIENT'S CHOICE BUFFET

Pick 2 Entrées: \$25.95pp | **Pick 3 Entrées:** \$29.95pp Select 2 or 3 entrées of your choice from the plated service entrées (market price menu items not available for selection), as well as one starch and one vegetable from the list below, either a tossed salad with assorted dressings or a Caesar salad, rolls with butter, and coffee and tea service are included. Additional charge for other beverages and dessert.

- ★ Additional Entrées: In addition to the list of plated meal options, you may also select one of these special buffet offerings: BBQ Chicken, Orange Chicken, or Homemade Macaroni and Cheese
- ★ Starch Options: Rice Pilaf, Baked Potato with Sour Cream, Mashed Potato, Oven Roasted Red Bliss Potato, Mashed Sweet Potato, White Rice, Fingerling Potatoes, Linguini, Fettucine, Scalloped Potatoes, Roasted Butternut Squash, Roasted Root Vegetables (potato, sweet potato, onions, turnips, and carrots)
- ★ Vegetables: Green Beans, Green Beans (plain or almondine), Carrots, Peas, Broccoli, Corn, Seasonal Veggie Blend

CHEF'S CHOICE BUFFET

2 Entrées: \$17.95 pp | **3 Entrées:** \$22.95 pp Includes the Chef's Choice of entrées (one will be vegetarian), starch, and vegetable, as well as the Chef's Choice of either a Caesar salad or a Tossed Salad with assorted dressings, rolls with butter, coffee and tea station, and the Chef's Choice of dessert. Additional charge for other beverages. Please note that meal, beverages, and desserts are displayed by station, table pre-sets not available for this selection.

DIETARY DELIGHT

2 Entrées: \$27.95 pp

Select two of our special diets entrées to accommodate the special various dietary needs of your guests. This option also includes salad bar with sliced chicken, gluten-free rolls and butter, and a prepackaged gluten-free cookie.

★ Ratatouille (V, GF) Zucchini, yellow squash, and eggplant simmered in a lentil marinara sauce, seasoned with garlic and herbs, and served with white rice.

★ Vegetable Stir-Fry (V, GF) A bright rainbow of crisp vegetables sautéed together in a gluten-free soy sauce and served with white rice.

- ★ Pasta Primavera (V, GF) Gluten-free pasta and seasonal vegetables tossed in a marinara sauce or vegan garlic butter sauce.
- ★ Asian Noodle Stir-Fry (V, GF) Rice noodles and vegetable stir-fry, sautéed in your choice of gluten-free soy sauce or sesame oil and topped with sesame seeds.
- ★ Chorizo Chop Suey (V, GF) Gluten-free penne pasta in a vegan chorizo meat sauce with peppers, onions, and celery.



THE FINISHING TOUCH



KEY: V: Vegan | GF: Gluten Free | DF: Dairy Free | NF: Nut Free

PREMIUM DESSERTS

| 1 | DESSERT SHOOTERS \$6.95 pp Oreo Chocolate Mousse, Caramel Apple Trifle, Key Lime Pie, S'mores or Strawberry Cheesecake | | |
|------------------|---|--|--|
| | CAKE | | |
| | COBBLER | | |
| | PIE | | |
| | SHORTCAKE | | |
| | CHEESECAKE | | |
| | LARGE COOKIES\$4.25 each | | |
| | SPECIAL REQUEST DESSERTS | | |
| | Apple or Blueberry Crisp with Whipped Cream \$5.50 pp Chocolate Lava Cake \$5.75 pp Mixed Berry Cake \$8.25 pp Custom Cupcakes Market Price | | |
| DIETARY DESSERTS | | | |
| | Pre-Packaged Brownies (GF, DF) | | |

TALK TO YOUR EVENT COORDINATOR ABOUT OUR HOMEMADE CUSTOM CUPCAKES, DECORATED TO MATCH YOUR THEME!

À LA CARTE OPTIONS & ENHANCERS

WE PROUDLY SERVE PEPSI® PRODUCTS! ♦ BEVERAGES Assorted Bottled Juices \$3.00 each Assorted Bottled Beverages (Sodas, Iced Tea, PureLeaf, Celsius, Bubly, Starbucks Energy Shot, Water) ... \$3.50 each Iced Tea (Sweetened or Unsweetened), Fruit Punch, Lemonade \$15.00/pitcher | \$40.00/cambro (3 gallons) **SNACKS BREAKS** Chocolate Brownies\$2.50 each Individual Bags of Chips, Popcorn, Pretzels, Chex Mix, or Trail Mix (choose 3 max.)\$2.75 each Large Cookies (Chocolate Chunk, M&M, Oatmeal Raisin, S'mores, Cookies 'n Cream, or Lemon Blueberry) \$4.25 each Protein Packs (Cubed Ham or Turkey, sliced cheese, and almonds)......\$5.00 each Snack Packs: Cheese, Crackers, and Pepperoni\$5.00 each Fruit Cups\$5.00 each Fresh Fruit and Vanilla Yogurt Cup\$6.25 each Freshly Popped Popcorn Station......\$2.95 per serving Popcorn Bar (Drizzles, Flavorings, Candy mix-ins, Nut mix-ins.......\$4.95 per person BREAKFAST ENHANCERS Breakfast Pastries: Assortment of danish, muffins, coffee cake, cinnamon buns, scones, donuts, breakfast breads, or strudels\$3.95 each Breakfast Sandwiches: Your choice of bacon, sausage, or ham on a bagel or English muffin\$6.00 each Hard Boiled Eggs\$1.75 each Whole Fruit \$1.75 each Granola Bar \$2.95 each Assorted Dry Cereal\$3.50 pp Additional Meat (Ham, Sausage, Bacon) \$3.95 pp Corned Beef Hash\$4.25 pp Sausage Gravy and Biscuits\$4.25 pp Fruit Kebabs with Yogurt Dipping Sauce \$4.75 each **LUNCH AND DINNER ENHANCERS** Additional Soup / Chowder \$6.00 / \$8.00 pp Additional Sandwich Filling \$3.50 each Additional Pizza Topping \$2.00 each Addition Starch or Vegetable\$2.95 pp Cucumber Caprese Salad\$4.95 pp Coleslaw, Pasta Salad, or Potato Salad......\$3.95 pp Kale, Feta, Sundried Tomato Pasta Salad\$4.95 pp Upgrade to a Salad Bar.....\$5.00 pp

CHEF-ATTENDED CARVING STATION

Upgrade to Premium Sandwich, Soup, Salad...\$3.00 pp

Select from Prime Rib, Top Round, Ham, or Roast Pork: \$100.00 per station, plus \$5.95 per person

Add a touch of class to your event! When you offer a carving station as one of the entrées on your Client's Choice Buffet (not available for plated meals, lighter side lunches, or chef's choice buffets), our professional chefs will slice and serve your selection

PREMIUM BOXED LUNCH

Our premium sandwiches, salads, and wraps are served with a seasonal fresh fruit cup, individual bag of chips, a large chocolate chunk cookie, and assorted bottled beverages \$21.95pp

- ★ Chicken Caesar Wrap: Romaine lettuce, grilled chicken strips, and parmesan cheese, served on a wrap.
- **★ Three Meat Italian:** Ham, turkey, genoa salami, provolone, onions, peppers, tomatoes, pickles, olives, oil on the side, served on a sub roll.
- ★ **BLAT:** Bacon, lettuce, tomato, and avocado on your choice of bread.
- * Rosemary Focaccia Caprese: Mozzarella, sliced tomatoes, basil, and arugula, drizzled with balsamic vinaigrette, served on focaccia bread.
- * Roast Beef Royale: Premium roast beef, cheddar cheese, scallion cream cheese, lettuce, and Tomato, served on a Brioche roll with a side of horseradish.
- ★ Chef Salad: Lettuce, tomato, shredded carrot, red onion, pepper, ham, turkey, American cheese, and hard-boiled egg, served with your choice of dressing.
- ★ **Strawberry Spinach Salad:** Spinach, strawberries, grapes, red onion, feta, and pecans, served with Raspberry Vinaigrette dressing.
- ★ **Grilled Chicken Caesar Salad:** A popular classic of grilled chicken, Romaine lettuce, and parmesan cheese.

BAR SERVICES

Add a cash bar or open bar as an additional feature to your event! Ask your Event Coordinator for our list of standard offerings, or let us know if you need something special ordered.

- ★ The Augusta Civic Center abides by all State of Maine Liquor Laws and City ordinances. Bartenders use tip dishes on all bars, unless otherwise specified by client. If the sales from a bar are less than \$450.00 (excluding tax and service charge), the client is responsible for the difference. Open bars and pre-set bottles are subject to a 20% service charge. Invoicing for an open bar is calculated on the total amount of beverages consumed, plus applicable tax and 20% service charge. The Augusta Civic Center reserves the right to close any bar due to lack of business or excessive drinking. For everyone's safety and security, the Augusta Civic Center reserves the right to refuse service to any patron it deems necessary. Unconsumed alcoholic beverages may not leave the facility.
- * Requests for specific alcohol products outside of the typical inventory requires a product guarantee from the client. The Augusta Civic Center will purchase the quantity requested and the client must guarantee the purchase by paying for the remaining product at the conclusion of the event. A notice of 14 business days is required, and the standard 20% handling fee applies.
- ★ Unconsumed product may not be removed from the venue.





PLATED MEAL SERVICE

Your selection of a maximum of three Plated Meal Service entrées include coffee and tea service, choice of either tossed or Caesar salad, one starch, one vegetable, and dinner rolls with butter. Choose two salad dressings: Ranch, Caesar, French, Italian, Raspberry Vinaigrette, or Balsamic Vinaigrette. Additional charge for other beverages and desserts.

BEEF AND PORK

| Baked Virginia Ham: A traditional glaze of honey with a touch of clove | . \$25.95 pp | | |
|--|--------------|--|--|
| Apricot Glazed Pork: Seasoned with garlic and rosemary and roasted in apricot glaze | . \$25.95 pp | | |
| BBQ Rubbed Pork: Rubbed with 14 secret spices and slow-cooked | . \$27.95 pp | | |
| Smothered Beef Tips: Beef tips smothered in brown gravy | . \$33.95 pp | | |
| Beef Burgundy: Braised beef cuts simmered in a seasoned red wine sauce | . \$34.95 pp | | |
| | | | |
| POULTRY | | | |
| Baked Stuffed Chicken: Lightly seasoned chicken breast stuffed with a cornbread stuffing | . \$25.95 pp | | |
| Chicken Bruschetta | . \$25.95 pp | | |
| Seasoned chicken topped with mozzarella, marinated diced tomatoes, and a balsamic glaze | | | |
| Chicken Cacciatore: Tender cuts of chicken and fresh veggies, slow-cooked in a marinara sauce | | | |
| Teriyaki Chicken | . \$24.95 pp | | |
| Seasoned chicken breast with traditional teriyaki glaze and topped with sesame seeds and green onion | 40= 0= | | |
| Roasted Turkey: Roasted to golden brown and sliced just before service | | | |
| Chicken Parmesan: Baked in a marinara sauce and served with melted mozzarella cheese | | | |
| Cranberry Brie Chicken: Seasoned chicken breast with a cranberry stuffing and dollop of brie | . \$27.95 pp | | |
| DASTA AND SEAFOOD | | | |
| PASTA AND SEAFOOD | | | |
| Stuffed Shells: Stuffed with ricotta cheese and baked in a marinara sauce | | | |
| Vegetable Lasagna | \$25.95pp | | |
| Baked Meat Lasagna: Traditional beef lasagna in an Italian sauce, served with garlic breadsticks | \$27.95 pp | | |
| Baked Stuffed Haddock : Creamy, buttery haddock topped with a seafood stuffing | 1arket Price | | |
| | | | |
| VEGAN | | | |
| Ratatouille: Layers of squash, zucchini, and eggplant over a lentil marinara sauce | . \$24.95 pp | | |
| Tofu Stir-Fry: Sautéed vegetables and tofu | . \$25.95 pp | | |
| Ravioli Primavera | . \$25.95 pp | | |
| Vegan ravioli tossed with seasonal veggies in a red sauce or a vegan garlic butter sauce | | | |

STATE OF MAINE | MASTER AGREEMENT

RIDER G: Identification of Country Contracted Work Will Be Performed

Please identify the country in which the services purchased through this contract will be performed:

| \boxtimes | United | States. | Please | identify s | tate: Enter | State |
|-------------|--------|----------|----------|------------|-------------|-------|
| | Other. | Please i | identify | country: | Enter Coun | ntry |

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.



State of Maine PQV Rental Acknowledgement

SOM

THIS RENTAL ACKNOWLEDGEMENT is entered into by and between the City of Augusta, a municipal corporation located in Kennebec County, State of Maine (the "LESSOR"), and the undersigned individual or entity (the "LESSEE") for the lease of that portion of the Lessor's property, situated at 76 Community Drive, Augusta, Maine (the "Facility"), described herein and in conjunction with the State of Maine's Pre-Qualified Vendor Program.

SUMMARY OF TERMS:

| LESSEE: | |
|--|-------------------------------------|
| MAILING ADDRESS: | |
| BILLING ADDRESS (if different from above): | |
| CONTACT PERSON FULL NAME: | |
| CONTACT PERSON PHONE NUMBER: | |
| CONTACT PERSON EMAIL ADDRESS: | |
| ORGANIZATION NAME (if applicable): | |
| PURPOSE OF RENTAL: | |
| DATE(S) OF RENTAL: | |
| DAY(S) OF RENTAL: | |
| START/END TIME(S): | |
| ROOM(S)/AREAS ALLOCATED: | |
| RENTAL FEES: | |
| LEASE AGREEMENT DUE DATE: | |
| INVOICE PAID IN FULL BY: | Thirty days from final invoice date |
| LESSOR VENDOR ID | VC1000006667 |
| MA 18P | 18090500000000000023 |
| MASTER AGREEMENT COMPETITIVE BID | 201803033 |
| RFP: | |
| MASTER AGREEMENT CONTRACT | Through 9/30/26 |
| PERIOD: | |
| AUGUSTA CIVIC CENTER CONTACT: | |

PLEASE READ COMPLETELY BEFORE SIGNING.

- 1. <u>Purpose</u>. This Acknowledgement is entered into for the purpose of permitting the Lessee's temporary use and occupancy of the rooms and areas within the Facility (the "Premises") for the purposes and during the times set forth in the Summary of Terms, above, and in agreement with the State of Maine Master Agreement with the Lessor
- 2. <u>Term; Lease Period</u>. This Agreement shall be in full force and effect from the date last executed by either Party to the discontinuance of the Lessee's use or occupation of the Premises. The period of Lessee's use and occupancy of the Premises (the "Lease Period") shall be limited to the start and end dates and times provided in the Summary of Terms, above, subject to modification or extension by written agreement of the Lessor.

Menu Selections

Meal selection, estimated attendance and room setup requirements must be provided ten (10) days prior to the event. Final meal guarantees are due five (5) business days prior to the start of the event. Changes to the final meal counts are *not* permitted on the event date. Prices as listed on Rider D of the State of Maine Master Agreement do not include 8% Maine State Meals Tax (if applicable) and 20% service charge. Invoicing will be based on the final meal guarantee or the actual number of meals served, whichever is greater.

Alcohol Services

The Augusta Civic Center abides by all State of Maine Liquor Laws and City ordinances. The Augusta Civic Center reserves the right to close any bar due to lack of business or excessive drinking. For everyone's safety and security, the Augusta

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State of Maine PQV Rental Acknowledgement

Civic Center reserves the right to refuse service to any patron it deems necessary. Unconsumed alcoholic beverages may not leave the facility.

Food and Beverage

The Augusta Civic Center takes great pride in serving the finest food and beverages. No outside food or beverage will be permitted into the facility with the exception of specialty cakes with advanced notice and permission. Due to health and safety standards, no food or beverage is allowed to leave the facility, even if the event's attendance does not reach the guaranteed number.

Security – Event Coverage

AUGUSTA CIVIC CENTER LESSOR

The Augusta Civic Center requires staff security to be present at all events scheduled after 5:00 p.m. Monday-Friday, or all hours on Saturday and Sunday, as well as any event that includes alcoholic beverages. This is a fee-based service that will be invoiced to the client.

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledgement to be executed as of the date set forth below.

| 1100 | COTT CIVIC CEIVIER, LEGGOR. | |
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| L | j, EEGOEE. | |
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| | | Date: |
| Signa | ture: | |