

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
*Bureau of Business Management, Division of Procurement Services*  
Agreement to Purchase Services

THIS AGREEMENT, made this 29<sup>th</sup> day of May, 2019, is by and between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and, Jeff's Catering & Event Center, located at 15 Littlefield Way, Brewer, Maine 04412, hereinafter called "Provider", for the period of Start Date June 1, 2019 End Date September 30, 2023.

The AdvantageME Vendor/Customer number of the Provider is VC1000041257

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

Rider A - Specifications of Work to be Performed  
Rider B - Payment and Other Provisions  
Rider C - Exceptions to Rider B  
Rider D - "Not to Exceed" Rate Sheet and Food Policies  
Rider E - Region Map  
Rider F - Debarment Form  
Rider G - Identification of Country in Which Contracted Work will be Performed  
Rider H - Certificate of Insurance

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

Jeff's Catering & Event Center

By: 

Jeff Ashe, President

Date: 5/29/19

and

Department of Administrative and Financial Services

By: 

Jaime Schorr, Chief Procurement Officer

Date: 5/29/19

Total Agreement Amount: \$Unencumbered – State agencies will use on an as-needed basis

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The approval 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.

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

<b>Region</b>	4
<b>Facility Name</b>	Jeff's Catering & Event Center
<b>Facility Physical Location</b>	15 Littlefield Way, Brewer, ME 04412
<b>Point of Contact</b>	Chausey Ashey
<b>Title</b>	Manager
<b>Email</b>	<a href="mailto:chausey@jeffscatering.com">chausey@jeffscatering.com</a>
<b>Phone</b>	207-989-1811
<b>Reservation Plan</b>	Chausey – <a href="mailto:chausey@jeffscatering.com">chausey@jeffscatering.com</a> or Jeff – <a href="mailto:jeff@jeffscatering.com">jeff@jeffscatering.com</a> or 207-989-1811
<b>Supplemental Cancellation Policy</b>	N/A
<b>Audio Visual</b>	Yes
<b>On-Site Meals</b>	Yes
<b>On-Site Lodging</b>	No
<b>Capacity Range</b>	Up to 922
<a href="https://jeffscatering.com/">https://jeffscatering.com/</a>	

1. **ADA:** Americans with Disabilities Act
2. **Agency:** A State of Maine Government Agency sponsoring a specific procurement action or conference/meeting room rental.
3. **Delivery Order (DO):** An order created to procure specific assignments from an established Master Agreement. DO's are required for services in the amount of \$5,000 or more.
4. **Department:** Department of Administrative and Financial Services, Bureau of Business Management, Division of Procurement Services
5. **Facility:** A venue used to hold functions, such as an events, conferences, meetings or other purpose gatherings of many individuals.
6. **GSA:** General Services Administration
7. **Master Agreement (MA):** A contractual agreement which will govern the relationship between the State of Maine and the Provider
8. **PQVL:** Pre-Qualified Vendor List
9. **Provider:** A conference/meeting room Provider that is a party to a State of Maine Master Agreement.
10. **State:** State of Maine

This Master Agreement (MA) contract is awarded as part of a 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. Providers will be required to 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.

The State allows municipal governments, school districts and public higher education institutions to use any contract resulting from this RFP, with the mutual consent of the Provider.

## **A. Mini-Bid Process and Awards**

An Agency seeking a facility will notify all pre-qualified vendors who meet the required geographical area (region) 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. The rates (**Rider D**) associated with this MA 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 was 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.

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 <http://www.maine.gov/purchases/policies/armoryrental.html>.

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.

The appeal procedures were available upon the original determination of the PQVL. The appeal procedures will not be available during subsequent mini-bid process involving only the pre-qualified or pre-approved list participants if cost is the sole determining factor.

## **B. Space Rentals and Signage**

For large multiday conferences the Agency may need access to the facility the day prior to deliver items and/or set up for the following morning. Prior to usage, each room should be set-up by the facilities staff. 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 for such needs of each room.

1. **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 break out 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.

### C. Facility One Point of Contact

Provide 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.

### D. 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
  - l. 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.

#### E. Other Requirements

1. **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.*
2. **Smoke-Free:** Facility must comply with all applicable laws regarding smoke-free environments.

#### F. Meals

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

1. **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>  
<http://www.maine.gov/osc/travel/perdiem.shtml>

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

<http://www.maine.gov/osc/pdf/admin/saam/10.40.pdf>

2. **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.

#### G. Lodging

Some events may require overnight accommodations.

1. 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 lighted. Rooms should also include wireless internet access to all guests.
2. 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, currently for SFY2018 - \$77

to \$123 depending on location. 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>.

#### **H. 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.

#### **I. Reservations:**

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

#### **J. Cancellation of Events:**

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.

#### **K. Reporting:**

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

1. A summary of the services ordered indicating those paid for with a DO and/or agency credit card;
2. The agency utilizing the facility;
3. The total dollar value for each event by agency

#### **L. Removal from Pre-Qualified Vendors List**

The Department may remove a pre-qualified vendor from the pre-qualified list at any time, upon giving 30 days' written notice to the pre-qualified vendor, if the Department determines that during the pre-qualification term:

1. The pre-qualified vendor failed or refused to perform its contractual obligations,
2. The pre-qualified vendor's performance was unsatisfactory including, but not limited to, the quality and timeliness of services provided, or
3. The vendor no longer has the ability to perform the services specified in this RFP.

#### **M. Certificate of Insurance**

It is the provider's responsibility to supply an updated copy of the Certificate of Insurance to the Agreement Administrator as a new certificate becomes available.

#### **N. Room Details**

Provide the meeting room name, maximum capacity details, audio visual and dining capabilities for all available meeting rooms per the table below. *Feel free to add more rows if needed.*

Classroom Style: Seating found in a school or lecture theatre, with chairs and tables aligned in consecutive straight rows.

Theatre Style: Seating found in a theatre or cinema with chairs aligned in consecutive straight rows.

Banquet Style: Similar to a round dinner table, with the audience seated around the circumference facing inward.

ROOM	Name of Room	DIMENSIONS	SQ. FT.	Classroom Seating (Max. Capacity)	Theatre Seating (Max. Capacity)	Banquet Seating (Max. Capacity)	Audio Visual (Y or N)	Dining Capabilities (Y or N)
Chamberlain Room	53 x 43	2279	130		326	152	Y	Y
Veterans	53 x 43	2279	130		326	152	Y	Y
Eastern Room	53 x 43 - 14 x 25 restroom	1929	180		270	126	Y	Y
Chamberlain & Veterans	53 x 86	4558	250		600	300	Y	Y
Veterans & Eastern restroom	53 x 86 - 14 x 25	4208	200		400	250	Y	Y
Chamberlain, Veterans & Eastern restroom	53 x 129 - 14 x 25	6487	350		922	450	Y	Y

RIDER B  
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$Unencumbered – State agencies will use on an as-needed basis

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

Agencies will pay Providers within 30-days of receiving a clear and acceptable invoice, accurately reflecting the services performed and rates for each. The “not to exceed” rates are listed in Rider D.

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: Jeff Cotnoir  
Title: Contract Grant Specialist  
Address: Burton M. Cross Building, 4<sup>th</sup> Floor  
111 Sewall Street  
Augusta, ME 04333-0009  
[Jeff.Cotnoir@maine.gov](mailto:Jeff.Cotnoir@maine.gov)

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

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



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

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 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.

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 de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C  
EXCEPTIONS TO RIDER B

RIDER D  
“NOT TO EXCEED” RATE SHEET, FOOD POLICIES and DIRECTIONS

**Room Rental:** \$95 per room for a weekday slot with food purchase

**Equipment Rentals:** We have all the A/V equipment (high speed wireless internet, handheld microphones, LCD screen, extension cords, podium, stage), tables, and chairs for any event at no charge. The only piece of equipment we charge for is our LCD projector, but we also allow groups to bring their own.

**Meals:** We provide meals and accommodate for any dietary restriction upon request. Meals include plates, napkins, utensils, gratuities, et cetera. Our *Business Meeting Special* includes a balanced buffet. We can also form a menu around any budget. For business meetings, we typically provide our *Business Meeting Special*, which includes the following:

**Morning Arrival**

Fresh coffee, decaf & tea

Chilled water

(Above kept refreshed throughout the day)

Chilled juices

Chef's choice of breakfast pastry

Fresh Fruit

(Above kept refresh throughout your morning breaks)

**Lunch Buffet**

Chef's choice of one hot item - Can be soup, casserole, or entrée

Whole Grain or Bulkie Rolls

Sliced meat platter for sandwiches

American & provolone cheese platter

Lettuce, tomato, onion, pickle

Mayonnaise + Mustard

House salad w/ assorted dressings

**Dessert**

Chef's choice of dessert

**Afternoon Break**

Coffee, decaf & tea

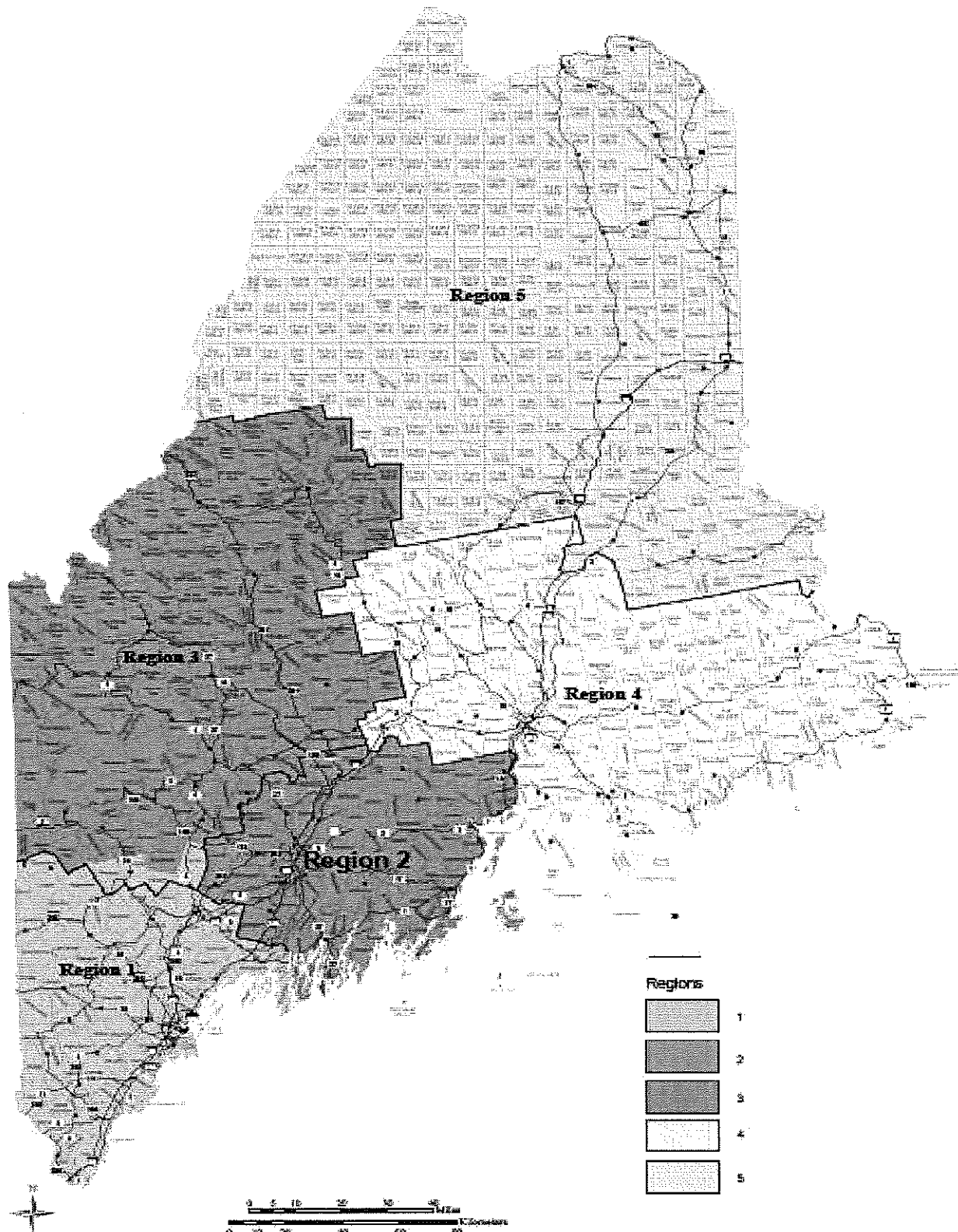
Chilled drinks

Chef's choice of snack

From 95 North or South, take Exit 182-A onto 395 East. Travel to Exit #5 (Parkway South) and turn left at end of exit. Go 1/10 of a mile over railroad tracks, and take the very next right into the East West Industrial Park (Robertson Blvd) and Jeff's Catering is about 200 yards on the left.

From Ellsworth take 395 West. Travel to Exit #5 (Parkway South) and turn left at end of exit. Go 1/10 of a mile over railroad tracks and take the very next right into the East West Industrial Park (Robertson Blvd) and Jeff's Catering is about 200 yards on the left.

RIDER E  
REGION MAP



RIDER F  
DEBARMENT FORM

**State of Maine**  
**Department of Administrative and Financial Services**  
*Bureau of Business Management*  
*Division of Procurement Service*  
**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**  
**RFP#201803033**  
**Pre-Qualified Vendor List for Conference and Meeting Facilities**

<b>Bidder's Organization Name:</b>	<i>Setts Catering</i>
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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:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

<b>Name (Print):</b> <i>Chausey Asher</i>	<b>Title:</b> <i>Vice President</i>
<b>Authorized Signature:</b> <i>[Signature]</i>	<b>Date:</b> <i>5/29/19</i>



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.

# RIDER H CERTIFICATE OF LIABILITY INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401  <b>INSURED</b> Jaff's Catering & Bake Shop, Inc. & Tri-State Catering, LLC Po Box 377 Bangor ME 04412	<b>CONTACT NAME:</b> Kelly Burpee, CPCU, AAI <b>PHONE (A/R, H, E):</b> (207) 947-7345 <b>FAX (A/R, H):</b> 207-947-0888 <b>EMAIL ADDRESS:</b> kburpee@crossagency.com <b>INSURERS: ATTENDING COVERAGE:</b> INSURER A: Patriot Insurance Co INSURER B: Maine Employers Mutual Ins Co 11149 INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** CL1921978475 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	INSURANCE	INSURANCE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> RET. <input type="checkbox"/> LOG <input type="checkbox"/> OTHER		CSP5000482	6/18/2018	8/19/2019	EACH OCCURRENCE \$ 1,000,000
						PERSONAL & AUTO LIABILITY \$ 500,000
						AGGREGATE \$ 5,000
						PRODUCTS - COMPOUND \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		SA5500482	6/18/2018	8/19/2019	COMBINED SINGLE LIMIT (CL) \$ 1,000,000
						OWNED AUTOS (Per person) \$
						HIRED AUTOS (Per person) \$
						PROPERTY DAMAGE (Per occurrence) \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OWN <input checked="" type="checkbox"/> RETENTION \$ 0		CSP5000482	6/18/2018	8/19/2019	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						OWN \$
						RETENTION \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	1010000461	1/17/2018	1/17/2020	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER CL. EACH ACCIDENT \$ 1,000,000 CL. DISEASE - EA EMPLOYEE \$ 1,000,000 CL. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 103, Additional Hazardous Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> State of Maine - Department of Administrative and Financial 9 State House Station Augusta, ME 04333-0009	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> K Burpee, CPCU, AAI/K <i>Kelly M. Burpee</i>
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