



SERVICE CONTRACT
Master Agreement

DATE: **8/28/2019**

ADVANTAGE CONTRACT #: **MA 18P 1908280000000000035**

DEPARTMENT AGREEMENT #: **NA**

CONTRACT AMOUNT: \$ **Unencumbered – State Agencies will use on an as needed basis**

START DATE: **9/15/2019** END DATE: **8/31/2024**

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Administrative and Financial Services, Bureau of Business Management, Division of Procurement Services**

Address: **111 Sewall Street, Burton Cross Building, 4th Floor**

City: **Augusta** State: **ME** Zip Code: **043330-0009**

PROVIDER

PROVIDER: **PRO Moving Service**

Address: **PO Box 1649**

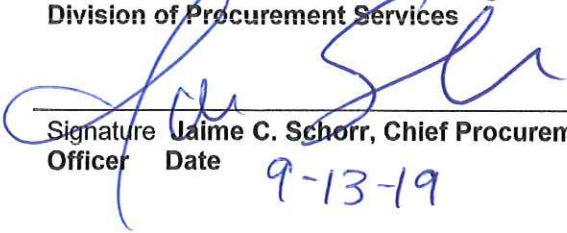
City: **Waterville** State: **ME** Zip Code: **04903**

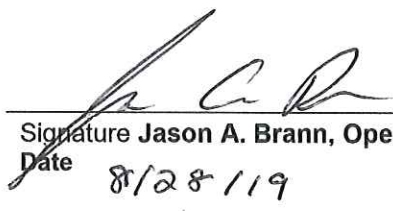
Provider's Vendor Customer #: **VC1000073861**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services, Bureau of Business Management, Division of Procurement Services

PRO Moving Service


Signature **Jaime C. Schorr, Chief Procurement Officer**
Date **9-13-19**


Signature **Jason A. Brann, Operations Manager**
Date **8/28/19**

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Debbie Jacques**
Email: **Debbie.Jacques@maine.gov**
Address: **111 Sewall Street**
City: **Augusta** State: **ME** Zip Code: **04333-0009**
Telephone: **207-624-7890**

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Jason A. Brann**
Email: **promovingmaine@aol.com**
Physical Location: **22 Verti Drive**
City: **Winslow** State: **ME** Zip Code: **04901**
Mailing Address: **PO Box 1649**
City: **Waterville** State: **ME** Zip Code: **04903**
Telephone:

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Debarment, Performance and Non-Collusion Certification
<input checked="" type="checkbox"/>	Rider E – Certificate of Liability Insurance
<input type="checkbox"/>	Rider F – Included at Department’s Discretion
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department’s Discretion
<input type="checkbox"/>	Other – Informational Materials

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$ **Unencumbered – State Agencies will use on an as needed basis**

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$
 Dedicated/Special Revenue \$
 Federal Funds \$

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Agency	A State of Maine Government Agency
Department	Department of Administrative and Financial Services
State	State of Maine
Vendor	Organization providing services under this Contract
BREM	Bureau of Real Estate Management
ADA	Americans with Disabilities Act
OSHA	Occupational Safety and Health Administration
NFPA 101 Life Safety Code	National Fire Protection Agency Life Safety Code
MA	Master Agreement – Contractual Agreement between the State of Maine and the Provider
DO	Delivery Order
PQVL	Pre-Qualified Vendor List
AutoCAD	Commercial Computer-Aided Design and Drafting Software Application
Biannual Enrollment	Every six (6) months

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to establish a prequalified list of vendors to provide Used/Refurbished Modular Furniture Services and Moving Services on an “as needed” basis across all branches and agencies of State Government and is entered into by the Department and the Provider pursuant to RFP #201904070.

The RFP and the Provider’s proposal are incorporated into this contract by reference. The following sections are adapted from the RFP and the Provider’s proposal and are provided below for clarification and ease of reference.

The Provider shall provide Used/Refurbished Modular Furniture services to include statewide needs for Design, Reconfiguration, Refurbishing, Installation, Movement/Relocation and Removal for all State Agencies. The Provider shall provide Moving Services to include moving materials

from one location to another, which could be room to room, building to building, or statewide from one location to another.

III. DELIVERABLES:

SCOPE OF SERVICES

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with requirements below:

Vendors must supply the equipment/tools to perform the services.

The vendor will perform all work in a safe manner, adhering to OSHA guidelines (<https://www.osha.gov/>), with proper technique and equipment in order to preserve the safety of State employees, contractors, and visitors. At no time will the vendor perform any act that is unsafe. The vendor will also temporarily close off areas to pedestrian traffic to prevent potential injury to bystanders when large or heavy equipment is being moved or used.

An appointed State representative will be the contact point for the vendor, of which requests, direction, coordination and authorization will be communicated. Significant, complex, and large moves will require a pre-move site walkthrough by the vendor to assess necessary labor, tools, vehicle and equipment needs.

Vendor must be available to perform work orders within the time frame specified in the mini-bid. This could be as soon as five (5) business days after award of a mini-bid. In urgent situations, shorter time frames may be specified in the mini-bid. This service may require vendor be available for work orders outside of standard hours (standard hours are 7:30 AM to 5:00 PM) including holidays and weekends.

Agencies have the option of including a Liquidated Damages clause in their mini-bids if applicable. If an Agency has included this clause, Liquidated Damages may be deducted from the sum due to the Vendor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date.

Frequency of use, size and scope of service may vary and is not guaranteed.

State Policy requires vendors to accept the State of Maine Procurement Card as a form of payment. The pricing offered to the State of Maine shall be the final cost regardless of payment method. No surcharge or other compensation will be allowed.

MINI-BID PROCESS AND AWARDS

Once an agency requires a service, the Agency will notify all pre-qualified vendors initiating the mini-bid process. Each vendor on the PQVL 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 Vendors' proposed cost or both proposed cost and detailed offerings, which may include information on how that vendor proposes to provide the particular services. Vendors should respond to each mini-bid with their proposal or provide a "no-bid" as a response. The Agency, as applicable, will then select one vendor based on the cost proposal submitted and criteria being evaluated during the "mini-bid" process.

State of Maine agencies will place individual orders directly with the successful vendor. Delivery Orders (DO) will be issued against the MA with the awarded bidder concluding the mini-bid process if the service is more than \$5000.00. Orders in the amount of \$5000.00 or less may be ordered using a DO or by using a State Procurement Card (Credit Card or P-Card).

Please note, the costs on the vendor's rate sheet will form the foundation of each Vendor's future mini-bid responses – that is, a Vendor may not propose rates in the mini-bid that are above what is listed on their rate sheet (but a Vendor may propose a rate lower, if it so chooses).

The Agency reserves the right to select vendors from the pre-qualification list without using the mini-bid process for jobs that will be less than \$2500 and for emergencies (if the need arises). 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, but rather through the separate RFP or other procurement process based on the Department's specific needs/timelines.

SERVICES TO BE PROVIDED

A. Used/Refurbished Modular Furniture Services

Design, reconfiguration, refurbishing, installation, moving/relocating, and removal of used or refurbished modular furniture for State wide use as follows:

1. Project Management Services:

Vendor must be able to inventory existing furnishings that will be used in a new layout, field measure existing conditions of site to insure the accuracy of the furniture plan, prepare AutoCAD (or other similar software) drawings required for the installation of all furniture and equipment (such as copiers, printers, fax machines), prepare installation floor plans which detail panel heights and electrical locations, coordinate workstation electrical requirements with State contractors or staff personnel, and provide accurate status reports as needed.

2. Design Services:

Vendor is required to have staff or hire subcontractors with expertise in modular furniture design, knowledge of applicable laws and codes affecting modular furniture placement, and software to create drawings that illustrate the size, scale, and placement of the modular furniture as well as other equipment and furniture within a given space. Vendor is to develop a complete working service plan, provide equipment standards, provide complete installation drawings to include elevations, power, data and phone layouts. Conduct interviews with project managers or other personnel as needed to determine space and equipment requirements. Develop diagrams for agencies' considerations. Designs should provide the most efficient and effective utilization of space, while maximizing use of existing modular furniture. Vendor will be required to submit drawings for each job to the Bureau of Real Estate Management (State or Leased Space) for approval prior to finalization. Vendor is to submit drawings via email directly to BREM and the Agency on the submission. BREM is the only authority to provide final approval on the drawing submissions. All drawings and designs submitted will become property of the State of Maine.

3. Reconfiguration Services:

When reconfiguration services are required, the Vendor must be able to develop a design/redesign of modular furniture layouts, maximizing use of existing modular furniture parts and pieces. Vendor must be able to dismantle existing office components and relocate or adjust components. Vendor must supply a sufficient amount of storage totes and labels for use by staff to be used during the reconfiguration and subsequent move and relocation.

4. Refurbishing:

When refurbishing services are required, Vendor must have staff or hire subcontractor that possess the knowledge, expertise, labor and equipment necessary for reupholstering fabric panels and connectors; repainting baseplates, top caps, end caps, filing/storage cabinets/shelving; repairing lock mechanisms, glides, drawers, etc.; remolding edges of work surfaces; and cleaning all parts/pieces, as requested.

5. Installation:

Vendor is required to have staff or hire subcontractors that are qualified personnel experienced and knowledgeable in the installation of modular furniture systems, as well as installation of ergonomic accessories within or attached to the modular furniture systems. Installations must comply with ADA (<https://www.ada.gov/>) and NFPA 101 Life Safety Codes (<https://www.nfpa.org>). Modular furniture systems currently within State Government are; Allsteel, HON and Herman Miller.

6. Movement/Relocation:

Vendor must have all equipment, labor, tools and trucks necessary to relocate offices and move materials from one location to another as needed. This includes supplying a sufficient amount of storage totes and labels for use by staff during relocation.

7. Removal and Disposal:

This is to include all services for handling, disposing, recycling and/or destroying customer owned goods (if requested) which are no longer needed as part of the reconfiguration. Property that is no longer needed by the Agency remains the property of the State of Maine and may be moved into storage or delivered to Central Services, Surplus Property. Surplus Property will work with the Agency on site to determine which property items need to be returned to the Surplus warehouse and also those that can be disposed of on site. This Surplus review must be requested for each instance and location. Surplus will consider exemption requests and may, after review of said request, waive this requirement.

B. Moving and Storage Services

Moving and storage services for office furniture, materials, appliances and equipment typically found in Maine State Government settings. This service is for moving and storage services only. This does not include the assembly and reconfiguration of Modular Systems Furniture as outlined above in Part III, Section A.

1. Moving:

Moving Services are for location moves within State Government locations, which could be room to room, building to building, or statewide from one location to another. For example, this would include, furniture, materials and equipment, but is not limited to such items as standalone office furniture, desks, chairs bookcases, filing cabinets, tables, cabinets, other furniture, and miscellaneous items.

All labor, supervision, tools, equipment, transportation, permits, fees, incidentals and materials necessary to perform moves are to be included and provided by the vendor.

The vendor may be required to assemble/disassemble, takedown/setup furniture if needed for transport/moving. Some existing furniture and equipment may be under warranty from the supplying vendor and may require disassembly and reassembly by a designated vendor only. Under these circumstances, the State reserves the right to use such vendors to preserve the terms of the warranty. This service will be utilized by the State on an as-needed basis only.

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2. Protection of Property:

The vendor will ensure State property is properly prepped and protected for safe moving. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairways and windows must retain their pre-move appearance and function. Proper equipment and/or vehicles must be utilized for transport. The vendor assumes responsibility for damaged or lost property and must resolve any such issues within 30 days of discovery through replacement, repair, or reimbursement.

3. Storage:

Utilization of vendor storage, including climate-controlled facilities, may be sought should the need arise. The vendor’s facilities will be bonded and insured, and State property must be inventoried (providing an inventory list to the Agency) and properly stored. High value items as determined by the State must have additional security measures in place. Temporary overnight tractor trailer storage may also be utilized if during a move time or resource constraints do not permit unloading until the next workday. The trailer must be secured and staged in an area approved by a State representative.

VENDOR RATE SHEET

Item:	Rate:	Description:
Move or Installer/hour*	\$50	Includes one laborer with all needed equipment and vehicle access for one hour.
Move or Installer/hour (nights, weekends, holidays)*	\$75	Includes all components of service outlined above, performed outside of regular business hours.
Furniture Refurbishing (per unit, labor only)	\$50	Refurbishing of modular furniture within PRO Moving facilities.
Storage vault/month*	\$50	Use of one vault of PRO Moving Storage.
Design/Consultation Services	\$75	As requested
Furniture*	TBD	Pricing based on source, new or refurbished.

Library Carts/Computer carts available for rental at \$10/unit, Totes available for \$5/unit

* PRO Moving Service reserves the right to provide a final cost lower than rates originally quoted.

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- IV. PERFORMANCE MEASURES: Contract Administrator will reach out periodically to State departments and agencies for feedback as to how this Provider is performing services as outlined in this contract.

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

- a. The pre-qualified vendor failed or refused to perform its contractual obligations,
- b. The pre-qualified vendor's performance was unsatisfactory including, but not limited to, the quality and timeliness of services provided,
- c. The pre-qualified vendor no longer has the ability to perform the services specified in this RFP, or
- d. The pre-qualified vendor is continually "unresponsive" to providing any feedback to the Department's mini-bid solicitations.

V. REPORTS

- 1. Required Reports: Vendor is to provide to the contract administrator a quarterly usage report of services provided no later than thirty (30) days after the end of each quarter which includes:
 - a. The State department and/or agency
 - b. Service Provided
 - c. Date of Service
 - d. Invoiced Amount

2. Reporting Schedule for Above Listed Required Reports

The Vendor shall submit all reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report:	Due Date and/or Frequency:
1.	Quarterly Report	Each Quarter	No later than thirty (30) days after the end of each quarter

RIDER B
TERMS AND CONDITIONS

1. 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. Provider shall submit detailed invoices, 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. All invoices must include the Department and Advantage Contract numbers for this contract.
2. 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.
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. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract 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.
5. CHANGES IN THE WORK. 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 Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, 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 Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract 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.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees 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, ancestry, age,

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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 Contract, 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 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) 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. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. 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. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. 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 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 for making this

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

11. ACCESS TO RECORDS. As a condition of accepting an 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.
12. TERMINATION. (a) The performance of work under the 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 effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business 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 with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. 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 State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

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16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. 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 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.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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 the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. 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.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - 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
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. 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

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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, 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.

24. 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 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 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.
25. AMENDMENT: 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.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: 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.
 - 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.

RIDER C

EXCEPTIONS

Enter the exceptions here if applicable. If not applicable enter NA– make sure Rider C is not checked in the Rider Section

N/A

RIDER D

Title: DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

State of Maine

Department of Administrative and Financial Services

DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

RFP#201904070

Pre-Qualified Vendor List for

Used/Refurbished Modular Furniture Services and Moving Services

Bidder's Organization Name:	PRO Moving Service
------------------------------------	---------------------------

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.

Name (Print): Jason A, Brann	Title: Installation Manager
Authorized Signature: <i>Jason A. Brann</i>	Date: 6-5-19

RIDER E

Title: CERTIFICATES OF LIABILITY INSURANCE



PROMOVI-01

ACARRIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2019

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 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 have ADDITIONAL INSURED provisions or 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).

PRODUCER The Kyes Agency, Inc. PO Box 100 Skowhegan, ME 04976	CONTACT NAME: Andrea M. Carrier	
	PHONE (A/C No. Ext): 104	FAX (A/C No.): (207) 474-3818
	E-MAIL ADDRESS: acarrier@kyesinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Frankenmuth	13986
	INSURER B: Maine Employers' Mutual Ins.	11149
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
INSURED Pro Moving Service P O Box 1649 Waterville, ME 04975-0125		

COVERAGES CERTIFICATE NUMBER: 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.

INGR LTR	TYPE OF INSURANCE	ADL (A/C)	SUBR (A/C)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP6054299	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000
							MED EXP (Per job person) \$ 5,000
							PERSONAL & ADV INURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA 6054299	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1810070659	9/1/2018	9/1/2019	PER STATUTE / OTHER \$
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Insureds copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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RIDER F

Title:
(Included at Department's Discretion)

N/A

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

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

- United States. Please identify state: MAINE**
- Other. Please identify country: Enter 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.

Other: