MA 18P 1905230000000000182 MODIFICATION

State of Maine



Master Agreement

Effective Date: 06/01/19 Expiration Date: 09/30/25

Master Agreement Description: PQVL for Conference and Meeting Space

Buyer Information

Michelle Fournier 207-592-8197 ext. Michelle.Fournier@maine.gov

Issuer Information

Michael McNeil 207-956-2351 ext. Michael.McNeil@maine.gov

Requestor Information

Michael McNeil 207-956-2351 ext. Michael.McNeil@maine.gov

Agreement Reporting Categories

Reason For Modification: Extend agreement 1 year

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID Vendor Name

VC1000087369 SUGARLOAF MOUNTAIN CORP

Alias/DBA

DBA SUGARLOAF/USA

Vendor Address Information

5092 ACCESS RD

CARRABASSETT VLY, ME 04947

US

Vendor Contact Information

Taylor Jordan 207-237-6884 **ext.** TJordan@sugarloaf.com

Commodity Information

Vendor Line #: 1

Vendor Name: SUGARLOAF MOUNTAIN CORP

Commodity Line #: 1

Commodity Code: 97165

Commodity Description: Room Rental or Lease for Conferences, Seminars, etc.

Commodity Specifications:

Commodity Extended Description: Extending agreement for 1 year

 Quantity
 UOM
 Unit Price

 0.00000
 0.000000

Delivery Days Free On Board

Contract Amount Service Start Date Service End Date

0.00 06/01/19 09/30/25

Catalog Name Discount

0.0000 %

Discount Start Date Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:	
David Morris	10/28/2024
Signature	Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:

10/28/2024

Signature

Date

Taylor Jordan, Senior Sales Manager



MASTER AGREEMENT CONTRACT

START DATE: 6/1/2019 END DATE: 9/30/2025

ADVANTAGE CONTRACT #: MA 18P 19052300000000000182

CONTRACTED SERVICE: Pre-Qualified Vendor List - Meeting and Conference Facilities

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

STATE: ME

PROVIDER'S VENDOR CUSTOMER #: VC1000087369

STATE OF MAINE			
Department of Administrative and Financial Services, Division of Procurement Services			
ADDRESS: 111 Sewall Street, 4th Floor Burton Cross Office Building, SHS #9			
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009	
VENDOR			
PROVIDER NAME: Sugarloaf Mountain Corp			
ADDRESS: 5092 Access Rd			

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 Representative:

CITY: Carrabassett Valley

—Docusigned by: David Morris

-- 2A644AF5681F482...

David Morris, Acting Chief Procurement

Officer

Date: 10/28/2024

Provider Representative:

Taylor Jordan

Taylor Jordan, Senior Sales Manager

ZIP CODE: 04947

Date: 10/28/2024

MA Contract - REV 2/7/2024

DEPARTMENT AND PROVIDER POINT OF CONTACT

PROCUREMENT SERVICES MA MANAGER: 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 will assist agencies in placing orders, inquire about orders that have not been delivered, address shipping concerns, quality issues, and all matters pertaining to this Master Agreement (MA) contract. The vendor contact for this agreement is:

NAME: Taylor Jordan			
EMAIL: TJordan@sugarloaf.com		TELEPHO	NE: 207-237-6884
ADDRESS: 5092 Access Rd			
CITY: Carrabassett Valley	STATE: M	E	ZIP CODE: 04947

Any changes to the individual(s) identified above may be changed at any time through written notice by either party

RIDERS

The following riders are hereby incorporated into this Contract and made part of it by			
referenc	reference. (Riders A, B, and G are required. Check all others that apply.)		
\boxtimes	Rider A – Scope of Services, Vendor Contact, Authorized Users		
\boxtimes	Rider B – Terms and Conditions		
	Rider C - Exceptions		
\boxtimes	Rider D – Rate Sheet and Food Policies		
	Rider E – Other		
\boxtimes	Rider F – Debarment, Performance, and Non-Collusion Certification		
\boxtimes	Rider G – Identification of Country in Which Contracted Work will be Performed		

RIDER A: SCOPE OF SERVICES

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- I. INTRODUCTION
- II. AUTHORIZED USER INFORMATION
- III. ORDERING PROCEDURE
- IV. SPECIFICATIONS/SCOPE OF SERVICES

I. 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 can request partial or full-service accommodations, which may include, but not limited to:

- Facility Rental, Setup, Signage, Parking
- Technology Rental and Support
- Meals
- Lodging

II. AUTHORIZED USER INFORMATION:

State of Maine departments authorized to utilize this contract:

ALL Municipalities, political subdivisions, and school districts in Maine:

	Are NOT permitted to utilize this MA
\boxtimes	Are permitted to utilize this MA
\boxtimes	Are permitted to utilize this MA with the following conditions with mutual consent of the
	provider

III. ORDERING PROCEDURES:

Mini-Bid Process and Awards

An Agency seeking a facility or conference services 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 (a Provider may propose a rate lower, if it so chooses).

An Agency would then create a Delivery Order (DO) against the MA to secure the facility with the awarded bidder concluding the mini-bid process. Delivery Orders are emailed to the Provider's email address on file. Orders under \$5,000 can be placed using a State of Maine issued P-Card (credit card)

Agencies will place all orders and assume responsibility 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 initiating the mini-bid process for: emergencies, projects under \$5,000, or 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 these projects will not be selected from the PQVL, rather through a separate RFP or other procurement process based on their specific needs/timelines.

<u>Maine Armory Rental Program -</u> When seeking facilities, agencies are required to include the Maine State Armories, if applicable, when considering possible event locations.

For more information on the program go to: <u>Maine Armory Rental Program | Division of Procurement Services</u>

IV. SPECIFICATIONS/SCOPE OF SERVICES:

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 to be provided in **Region 3**.

Facility Point of Contact: During the duration of this 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.

Space, Rentals, and Signage

At the request of a state agency for large multiday conferences the Provider will grant 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. and 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.
- ii. 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.
- iii. 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.
- iv. Registration/Lobby area: Agencies may require a Registration/Lobby area outside of any meeting room.

- v. Secure Storage Area: Agencies may require a separate secured storage area (mostly for multiday conferences) for equipment, materials, etc
- vi. Restrooms: Adequate multi-stall restroom facilities for participants that are ADA compliant.
- vii. Exhibit Areas: Some Agencies hold events that require exhibit areas for inside and/or outside the facility.
- viii. Inside/Outside Signage: Agencies may request signage both inside and outside.

A. Technology, Rentals, and Support

If applicable, the provider will furnish onsite technical expertise for both the Agency and attendees for network and internet connectivity and audio-visual support, as well as the below:

- i. 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.
- ii. **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/DVD Players
 - j. Audio/Video Cart
 - k. Cables, Power Strips, Extension Cords
 - I. Amplifier Appropriate for Room Size
 - m. Laser Pointer

iii. **Audio Visual Equipment and Support:** The Agency may request audiovisual equipment and support for specific events.

B. Other Requirements

- i. 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: <u>STATUTE-104-Pg327.pdf (govinfo.gov)</u>. 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.
- ii. **Smoke-Free:** Facility must comply with all applicable laws regarding smoke-free environments.

C. Meals

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

i. **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:

Per diem rates | GSA

Per Diem | Office of the State Controller (maine.gov)

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

<u>State Administrative and Accounting Manual (SAAM) | Office of the State Controller</u> (maine.gov)

- ii. 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.
- iii. **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.

D. Lodging

- i. Lodging is preferred onsite but could be arranged at 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.
- ii. Providers are encouraged to offer their most competitive pricing for lodging, in most cases agencies utilizing this MA 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: Per diem rates | GSA

E. 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.

F. 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.

G. 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.

H. Reporting

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

- i. A summary of the services ordered indicating those paid for with a DO, open market and/or agency credit card.
- ii. The agency utilizing the facility
- iii. The total dollar value for each event by agency

Rider B: Terms and Conditions

- **1. DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Office" shall refer to the State of Maine Office of State Procurement Services.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY: The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Office, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Office shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Office as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Office and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Office.

- **4. PACKING AND SHIPMENT**: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- **5. DELIVERY**: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Office, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Office's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Office's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Office. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- **6. FORCE MAJEURE**: The State 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 State 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.
- 7. **INSPECTION**: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Office, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Office may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Office for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Office.
- **8. INVOICE**: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause

for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office.

- **9. ALTERATIONS**: The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
- **10. TERMINATION**: The Office may terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Contractor fails to deliver specified materials or services, or
 - c. If Contractor fails to perform any of the provisions of this Agreement, or
 - d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office for any excess cost of such similar articles or services.

- **11. 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.
- 12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- **13. INTERPRETATION**: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
- **14. DISPUTES**: The Office will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Office will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.
- **15. ASSIGNMENT**: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Office's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.
- **16. STATE HELD HARMLESS**: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.
- 17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor 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 or this warranty, the Office shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- **18. WAIVER**: The failure of the Office to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.
- **19. MATERIAL SAFETY**: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.
- **20. COMPETITION**: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Office.

- **21. INTEGRATION**: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.
- **22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - a. Exceptions If applicable
 - b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
 - c. Scope of Work If applicable
 - d. Vender Agreement Included at Department's Discretion
 - e. Other Included at Department's Discretion
- **23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** 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. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2021 (3); and
 - 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, Title 5 MRSA §2030-B.

A person who knowingly signs 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 MRSA §2030-A.

RIDER C: EXCEPTIONS

N/A

RIDER D: "NOT TO EXCEED" RATE SHEET and FOOD POLICIES

NG RATES
December 15 th 2025
\$135++ per night
\$135++ per night
\$135++ per night
OTES
Lodging rates from December 15 th , 2024 to April 15 th , 2025 are subject to current retail rates.
- I PRIOSO
L PRICES
\$18++ per person
\$22++ per person
\$26++ per person
\$26++ per person
\$49++ per person
\$50++ per person
\$53++ per person
OTES
to a 23% service and gratuity charge



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Breakfast Buffets

All breakfast buffets include Assorted Chilled Juices, Freshly Brewed Carrabassett Valley Coffee and Assorted Teas.

THE BIRCHES

18

Minimum

15 Guests. Priced Per Person. **SUPERQUAD**

22

Minimum 25 Guests. Priced Per

Assorted Whole Fruit

Yogurt Parfaits

Bagels and Cream Cheese

Assorted Muffins and Pastries

Sliced Fresh Fruit

Yogurt Parfaits

Home Fries

Breakfast Sausage

Farm Fresh Scrambled Eggs

Assorted Muffins and Pastries

Smoked Maple Bacon

Bagel Station

Breakfast On The Go

20

Individually packaged for easy transport

Orange Juice

Flavored Yogurt

Breakfast Sandwich

Choice of One Sandwich on English Muffin

Bacon, Egg & Cheddar

Sausage, Egg & Cheddar

Egg & Cheddar

Minimum 15 Guests. Priced Per Person.

ELEVATE YOUR BREAKFAST BUFFET

French Toast with Blueberry Compote • 5

Pancakes • 5

Corned Beef Hash • 5

Biscuits and Gravy • 5

Cheese Grits • 5

Live Action Omelette Station • 7

Available for Superquad Menu Only.

Choice of One. Priced Per Person.

Breakfast Enhancements

Available only in addition to a pre-selected Menu • Minimum 25 Guests

FRESHLY BLENDED SMOOTHIES

Wild Berry & Yogurt
Banana, Orange & Mango
Spinach & Oat Milk



COLD BREW STATION

Wandering Bear Cold Brew

Monin Syrups:

French Vanilla

Hazelnut

Caramel

Cane Sugar

Creamer, Milk and Oatmilk

Sugar, Splenda

Served On Consumption

One gallon serves approximately 20 people.

TAKE A BREAK

Minimum 25 Guests • Which side are you on?

FRIED DOUGH



Whipped Cream Cinnamon & Sugar
Caramel Sauce Assorted Fruit
Hot Fudge Toppings

SWEET TREATS

\$12 Per Person

Fresh Baked Cookies

Decedent Chocolate Brownies

From the Bakery



Mini Cinnamon Rolls Mini Beignets Assorted Coffee Cake

FRESHLY BLENDED SMOOTHIES

\$10 Per Person

Wild Berry & Yogurt
Banana, Orange & Mango
Spinach & Oat Milk

BUILD YOUR OWN PARFAIT



Traditional and Greek Yogurt Fresh Seasonal Fruit Dried Fruit and Nuts
Granola Fresh Fruit Compote Honey

MEDITERRANEAN Break



Hummus Pita Chips Baba Ganoush Vegetable Crudité

SOUTH OF THE BORDER

\$12 Per Person

Tortilla Chips Street Corn Dip Queso Salsa

Guacamole

CREATE YOUR OWN TRAIL MIX



Assorted Nuts Savory Snacks
Dried Fruit Chocolate Candy

Assorted Seeds

POPCORN AND PRETZEL BAR

\$13 Per Person

POPCORN PRETZEL BITES
House Popped & Spicy Mustards
Seasoned Cheese Dip

A LA CARTE

Minimum One Dozen • Priced per Dozen

Individual Yogurts	35	Fresh Baked Cookies	35
Individual Whole Fruit	36	Gluten Free Cookies	48
Maine Blueberry Muffins	30	Candy Bars	55
Gluten Free Muffins	60	Kind Bars	65
Assorted Pastries	42	Clif Energy Bars	65
Double Fudge Brownies	35	Novelty Ice Creams	65

Lunch To Go

\$21 Per Person

Minimum 10 Guests • Available from 11am-3pm.

Your choice of three sandwiches or wraps. All bagged lunches include potato chips, whole fruit, cookie, condiments, utensils and a bottled water.

ROAST BEEF & CHEDDAR SANDWICH

Lettuce and Tomato

Ham & Swiss Sandwich

Lettuce and Tomato

TURKEY BLT WRAP

Bacon, Lettuce and Tomato

VEGGIE WRAP

Hummus, Roasted Red Peppers, Tabbouleh, Cucumber and Feta

CHICKEN SALAD WRAP

Lettuce and Tomato

GRILLED CHICKEN CAESAR WRAP

Romaine Lettuce, Parmesan Cheese, and Caesar Dressing

LUNCH BUFFETS

Minimum 25 Guests • Priced Per Guest

All Buffets include Iced Tea or Lemonade, Fresh Brewed Carrabassett Coffee and Assorted Teas.

SUGARLOAF DELI

26

Garden Salad Smoked Turkey, Roast Beef and Ham Hummus Cheddar, American and Swiss Cheeses Assorted Bread and Wraps Lettuce, Tomato, Onion, Pickles, Mayonnaise and Mustard House Made Chips Chef's Selection of Assorted Desserts

SUGARLOAF SALAD

26

Mixed Greens & Roasted Vegetable Salad Mediterranean Pasta Salad Chicken Salad Egg Salad Hummus Lettuce, Tomato, Onion, Pickles Assorted Breads and Wraps House Made Chips Chef's Selection of Assorted Desserts

From the sizzling Grill

28

Choice of two grill options

Bratwurst with Sauteed Onions and Peppers, Hoagie Roll

Kielbasa with Sauerkraut, Hoagie Roll

Hot Dogs, Split Top Bun

BBQ Pulled Pork, Potato Roll

Beef Burgers, Potato Roll

Veggie Burgers, Potato Roll

House Made Chips Loaded Baked Potato Salad Garden Salad Watermelon Condiments

*Optional Outdoor Grilling Station for \$150

LUNCH BUFFETS

Minimum 25 Guests • Priced Per Guest

All Buffets include Iced Tea or Lemonade, Fresh Brewed Carrabassett Coffee and Assorted Teas.

SUGARLOAF SANDWICH BOARD

27

Choice of three pre-made sandwiches

Pastrami, Arugula, White Cheddar, Onion, Mustard Jam

Turkey, Tomato, Avocado, Basil Aioli, Arugula

Muffaletta; Salami, Mortadella, Capicola, Olive Spread, Provolone Cheese

Roast Beef, Dill Havarti, Pickled Onion, Arugula, Tomato, Deli Sauce Buffalo Chicken, Tomato, Bacon, Bleu Cheese, Scallion Spread, Lettuce

Vegetarian; Baba Ganoush, Cucumber, Pickled Onion, Tabbouleh

Broccoli Salad with Lemon Dressing Tomato, Cucumber and Quinoa Salad House Made Chips Chef's Selection of Desserts

BUILD YOUR OWN POKE BOWL

Broccoli Cabbage Salad

Tuna Poke

Choice of Bulgogi Beef or Chicken

White Rice

Steamed Edamame

Seaweed Salad

Kimchi

Pickled Vegetables

Lettuce Wraps

Fried Peppers

Fried Won Tons

Assorted Hot Sauces

Ginger Green Tea Tapioca Pudding

ADD A CHEF'S SOUP

10

35

Chili (Beef, Chicken White Bean or Vegetarian)
Lobster Bisque
New England Clam Chowder
Roasted Corn Chowder

Tomato & Garden Vegetable Butternut Squash & Apple Bisque Broccoli & Cheddar

DIPS & DISPLAYS

Priced per 25 Guests

CHARCUTERIE BOARD

Variety of Cured Meats, Cheeses and House-Made Pickled Vegetables



COASTAL SEAFOOD DISPLAY

\$380

A Variety of Fresh, Smoked and Cured Seafood, Served with Spicy Cocktail Sauce and Mustard Aioli

VEGETABLE CRUDITÉ

Assorted Vegetables with Hummus and Ranch Dip



MEDITERRANEAN CRUDITÉ

Hummus, Tapenade, Baba Ganoush Tabbouleh, Assorted Grilled and Raw Vegetables, Olive Assortment, Pita Chips



IMPORTED & DOMESTIC CHEESES

\$150

Served with Assorted Crackers and Crostinis

SEASONAL FRUIT DISPLAY

Selection of Fresh Fruit and Berries



Baked Brie Wheel with Seasonal Chutney

Served with Assorted Crackers and Crostinis



HOUSE MADE CHIPS AND SPREADS

Caramelized Onion & Bacon Smoked Trout Pimento Cheese

\$75

Maine Crab Dip

Served warm with Pita Crisps

\$150

ROASTED BUFFALO CHICKEN DIP

Buffalo Chicken and Blue Cheese, served warm with Pita Crisps

\$125

SPINACH & ARTICHOKE DIP

Served warm with Pita Crisps

\$100

Hors D'oeuvres

Priced per 25 Pieces.

PLEASE NOTE:

For server passed appetizers there is a \$1.25 per person service fee.

COLD

- \$100
- VEGETABLE ANTIPASTO SKEWERS
- \$100
- PROSCIUTTO WRAPPED FRUIT
- \$100
- **ASSORTED CROSTINIS**
- Bruschetta, Tuna Poke, Curried Hummus with Pickled Onion and Tabbouleh
- \$150
- GRILLED SHRIMP WRAPPED IN MAPLE BACON

- \$200
- RARE TENDERLOIN OF BEEF ON A TOASTED BAGUETTE

Served with Horseradish Cream Sauce

- \$150
- SEARED TUNA
 CUCUMBER ROUNDS

Served with Wasabi Sauce

- \$150
- CHILLED JUMBO SHRIMP

Served with Spicy Cocktail Sauce

- \$100
- SRIRACHA DEVILED EGGS

Нот

- \$200
- LOBSTER SALAD ON ENDIVE
- \$150
- CHICKEN LOLIPOP
- Topped with Blueberry Maple Bourbon Glaze
- \$100
- ASPARAGUS AND BLUE CHEESE TART

Served with Port Reduction

- \$100
- SWEET SAUSAGE STUFFED CREMINI MUSHROOMS
- \$150
- CRABMEAT STUFFED
 CREMINI MUSHROOMS
- \$100
- **SPANAKOPITA**

Flaky Pastry with Spinach and Feta Cheese

- \$200
- Maine Crab Cakes

With Remoulade

- \$200
- JUMBO SCALLOPS

Wrapped in Bacon with a Maple Glaze

- \$150
- SICILIAN ARANCINI

Stuffed with Asiago Cheese

- \$100
- Pot Stickers

Served with Ginger Sauce

- \$150
- CRAB RANGOONS
- \$100
- VEGETARIAN SPRING ROLLS

Served with Sweet Chili Sauce

Family Style & Plated Dinners

BAKED STUFFED	
HADDOCK	53
With Seafood Stuffing and Lemon Herb Compound Butter	
Honey Orange	
GLAZED SALMON	55
Red Cabbage Carrot Slaw	
GRILLED SWORDFISH	59
Blood Orange Beurre Blanc,	
Candied Citrus and Tarragon	
SURF AND TURF	85
Petite Filet with Bernaise Sauce and Lobster Tail with Lemon Butter	
Lobster Tail With Lemon Butter	
GRILLED BISTRO STEAK	49
Garlic Tomato Confit and Blue Cheese Sauc	e
BEEF TENDERLOIN	62
Pancetta Leek Ragout and Fried Leeks	
Constant Constant	
CINNAMON CUMIN ROASTED PORK	
	48
TENDERLOIN	40
Roasted Peaches	
POLENTA	30
Roasted Vegetable Ragout and	

Shaved Parmesan

Caprese Statler Chicken

48

Stuffed with Tomatoes, Shallots, Basil and Mozzarella finished with Balsamic Reduction Drizzle

Tuscan Statler Chicken

48

Creamy Spinach, Mushroom, and Sundried Tomato Filling with Pan Sauce and Crispy Prosciutto Flakes

POBLANO PEPPER

32

Stuffed with Spanish Rice over a Warm Black Bean and Tomato Succotash with an Avocado Crema

Minimum 25 Guests Priced per Person

Includes one entrée selection and one vegetation option. For groups of 50 or more, two entrée sections and one vegetarian option can be selected.

All entrées include choice of Garden Salad, Spinach Salad or Caesar Salad, dinner roll, Chef's choice of side, seasonal vegetable, dessert, Carrabassett Coffee and Assorted Teas.

DINNER BUFFETS

Minimum 25 Guests • Priced per Person

All Buffets include Fresh Brewed Carrabassett Coffee and Assorted Teas.

MAINE LOBSTER BAKE



Garden Salad

Clam Chowder

One Pound Maine Lobster per Guest

Steamed Mussels

Roasted Red Potatoes

Corn on the Cob

Grilled Sirloin Steak

Corn Bread

Chef's Choice of Dessert

ITALIAN

50

Caprese Salad

Roasted Garden Vegetable Soup

Bruschetta Chicken

Penne with Marinara with Shaved Parmesan

Grilled Vegetables

Garlic Bread

Chef's Choice of Dessert

MOUNTAIN

53

Classic Caesar Salad

Roasted Corn Chowder

Maple Glazed Salmon

Maple Bourbon Marinated Tenderloin Tips

Roasted Red Potatoes

Green Beans in a Brown Butter Sauce

Fresh Baked Rolls

Chef's Choice of Dessert

CARRABASSETT

49

Garden Salad

Choice of two: Smoked Beef Brisket, Pulled

Pork, Smoked Pulled Chicken or Kielbasa with

Assorted Housemade BBQ Sauces

Smoked Gouda Macaroni and Cheese

Baked Beans with Maple Bacon

Seasonal Vegetable

Corn Bread

Chef's Choice of Dessert

VALLEY

53

Spinach Salad

Butternut Squash & Apple Bisque

Tuscan Chicken

Bistro Steak

Maple Bacon Brussel Sprouts

Roasted Tri-Color Potatoes

Fresh Baked Rolls

Chef's Choice of Dessert

THE TIMBERS

53

Mixed Greens Salad with Candied Nuts.

Berries and Goat Cheese

Maine Seafood Scampi

Marinated Chicken

Lemon Herb Wild Rice

Tri Colored Carrots

Fresh Baked Rolls

Chef's Choice of Dessert

DINNER BUFFETS

Minimum 25 Guests • Priced per Person

Iceberg Wedge Salad: with Crumbled Bacon,

All Buffets include Fresh Brewed Carrabassett Coffee and Assorted Teas.

PRIME RIB

Baked Potato with Sour Cream and Butter

Blue Cheese, Tomato and Red Onion Seasonal Vegetable

Herb Rubbed Prime Rib Fresh Baked Rolls

A Jus and Horseradish Cream Sauce Chefs Choice of Dessert

BUILD YOUR OWN DINNER BUFFET

60

75

Choice of Two Entrées: Choice of Two Sides:

CHOICE OF TWO SIDES

Smoked Beef Brisket

Pulled Pork and House-made

BBQ Sauces

Pulled chicken and House-made

BBQ Sauce

Kielbasa

Bruchetta Chicken

Maple Glazed Salmon

Marinated Tenderloin Tips

Tuscan Chicken Stuffed with

Spinach, Mushroom and Sundried

Tomatoes

Bistro Steak wtih Grilled Onions

and Tomatoes

Seafood Scampi

Greek Chicken with Lemon Herb

Feta Sauce

Polenta with Roasted Vegetable

Ragout

Additional Selection +15

Roasted Potato Wedges

Tri-Color Fingerling Potatoes

Mashed potatoes

Penne with Marinara

Macaroni and Cheese

Baked Beans with Maple Bacon

Lemon Herb Wild Rice

Green Beans with Brown Butter

Maple Bacon Brussel Sprouts

Roasted Tri-Color Carrots

Charred Broccolini

Additional Selection +7

CHOICE OF ONE SOUP OR SALAD:

Garden salad

Caprese salad

Classic Caesar salad

Spinach Salad with Candied Nuts

& Goat Cheese

Pasta salad

Potato salad

Sirloin or Vegetarian Chili

New England Clam chowder

Tomato Vegetable Soup

Butternut Squash and Apple Soup

Hungarian Mushroom Soup

Additional Selection +10

CHOICE OF ONE DESSERT:

Chocolate Cake

Lemon Bars

Assorted Dessert Bars

Blueberry Bread Pudding

Tiramisu

Chocolate Mousse Cup

Berries and Whipped Cream

Additional Selection +10

Beverage Service

Priced on consumption unless otherwise specified

COCA-COLA CANS 3.75/EA.

12oz. Coke, Diet Coke, Sprite, Ginger Ale

DASANI WATER 4.5/EA.

POWERADE 4.75/EA.

MINUTE MAID JUICE 4.5/EA.

Cranberry, Orange, Apple

SPARKLING WATER 4/EA.

ENERGY DRINKS 6/EA.

LEMONADE

40/2 GALLONS

One gallon serves approximately 20 people.

ICED TEA

40/2 GALLONS

One gallon serves approximately 20 people.

JUICE CARAFE

20/CARAFE

Cranberry, Orange, Apple

WHITE OR

CHOCOLATE MILK

15/CARAFE

Hot Beverages

Priced Per 1.5 Gallon

Coffee & Tea Services includes Sugar, Sweetener, Half & Half, Oat Milk, and Honey.

Freshly Brewed

CARRABASSETT VALLEY

COFFEE 45

Assorted Tazo Teas 45

HOT CHOCOLATE 45

COLD BREW STATION

Priced Per Gallon

90

One gallon serves approximately 20 people.

Wandering Bear Cold Brew

Monin Syrups:

French Vanilla

Hazelnut

Caramel

Cane Sugar

Creamer, Milk and Oatmilk

Sugar, Splenda

BEVERAGE SELECTION

Including, but not limited to:

Non-Alcoholic

Coke

Diet Coke

Sprite

Ginger Ale

Ginger Beer

Lemonade

Cranberry

Orange Juice

Pineapple Juice

Tonic Water

Soda Water

GUARANTEE POLICY

Sugarloaf requires that all menus be submitted to our Catering & Conference Service Manager at least three weeks prior to your function. A final guarantee is required five working days prior to the event. This guarantee or the actual number served, whichever is greater, will be the number for which you will be charged. The Sugarloaf kitchen will prepare food for 5% above the guaranteed guest count. Should the number in your party change considerably, we reserve the right to move your group to a more appropriately sized room or location.

All food and beverage served at Sugarloaf must be prepared and served by resort staff. No outside food or beverage can be brought to a resort function (the exception is made for wedding cakes prepared by a licensed food service professional).

DINING

Buffet tables are replenished frequently to maintain a quality appearance and provide each guest with every selection. Buffets are priced for 90-minute duration only. At the conclusion of each buffet function, all food and beverages (with the exception of wedding cakes) become the property of Sugarloaf Resort and cannot be taken from the banquet function.

Due to the delicate preparation involved with food service, Sugarloaf shall not be responsible for food quality, should meal periods be delayed by the customer in excess of 30 minutes beyond the pre-arranged mealtime.

Please notify your coordinator of any special dietary needs. Our coordinators work closely with the Chef's to accommodate any special dietary requests and needs.

SECURITY & ENGINEERING

The Resort cannot assume responsibility for damage or loss of personal property or equipment left in any meeting or banquet room. The Resort may require additional security staff for event functions. Your Conference Service Manager can assist you with these arrangements.

DÉCOR

We are ready to assist you with all décor. Caution is requested when attaching items to walls, doors, or ceilings. No nails, pins, or tacks of any sort may be used. Please notify us of your needs so we can assist you with the installation and the materials needed to do so. Any damages due to careless decorating will be the group's responsibility.

PRICING

A maximum of two entrées per plated event will be allowed, with the exception of any special dietary requirements. We require counts on each entrée and any special dietary requirements three working days in advance. If a selection with a minimum is chosen for groups with less than that minimum, the minimum price still holds. For example, a group with 10 guests requesting a menu with a minimum of 15 will be charged for 15 guests. All food and beverage functions are subject to a 22% service charge and the prevailing Maine state tax. Prices and service charge are subject to change.

ROOM CHARGES

Specific requirements for the set up of a room, which include Audio Visual, must be confirmed a minimum of 72 hours prior to your event. Changes made to pre-arranged set up plans within 72 hours of the event are subject to a \$100 room change fee, per room.

GROUP SHIPMENT

All boxes sent before the conference, must be labeled to the attention of the Conference Services Manager with the recipient's name, group affiliation and event date. The resort cannot receive any materials prior to seven days before arrival. Shipments received before that date are subject to an additional storage fee of \$5.00 per box, per day.

SERVICE FEES & TAXES

All prices are subject to a 22% service charge and applicable state and local taxes. Current state sales tax is 8%. Taxes and service charge subject to change.

RIDER E: Other

N/A

RIDER F: Debarment, Performance, and Non-Collusion Certification

Debarment, Performance, and Non-Collusion 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:

- d. 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.
- e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - vii. 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
 - viii. 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.
- f. 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: Taylor Jordan	Title: Senior Sales Manager
Authorized Signature: Taylor Jordan	Date: 10/28/2024

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:

☑ United States. Please identify state: Enter State☐ 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.