

**MASTER AGREEMENT AMENDMENT**

ADVANTAGE CONTRACT #: 18P 190523000000000000183

COMMODITY/SERVICE DESCRIPTION: PQVL for Conference and Meeting Facilities

START DATE: 5/16/2024

END DATE: 9/30/2026

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

STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Office of State Procurement Services

ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta

STATE: ME

ZIP CODE: 04333-009

PROVIDER

PROVIDER NAME: Jeff's Catering

ADDRESS: PO BOX 377

CITY: Brewer

STATE: ME

ZIP CODE: 04412

PROVIDER'S VENDOR CUSTOMER #: VC1000041257

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

William J.E. Allen

9/8/2025

2D5B6E39F57E44A...

Bill Allen, Senior Procurement Manager

Signed by:

Jeff Ashey

9/8/2025

C4FC0D5387574A5...

Jeff Ashey, President

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

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

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Jeff Ashey	
EMAIL: Jeff@Jeffscatering.com	TELEPHONE: 207-989-1811

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

Master Agreement (MA) procurement method: RFP# 201803033

TABLE OF RIDERS

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

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

RIDER A: SCOPE OF WORK

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I. CONTRACT PERIOD:

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

II. INTRODUCTION/OVERVIEW:

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

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

III. SPECIFICATIONS:

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

Location

Service will be provided in Region 4.

Space Rentals and Signage:

At the request of a state agency for large multiday conferences the Provider will allow access to the facility the day prior to the event to deliver items and/or set up for the following morning. Prior

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to usage, each room should be set up by the facilities staff as requested. Rooms may require furniture, including tables, table skirts, chairs, stools, podium, lectern, dais, staging, pipes and drapes, etc. Rooms should also have a sufficient HVAC system.

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

A. Facility One Point of Contact

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

B. Technology, Rentals and Support

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

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

C. Other Requirements

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

D. Meals

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

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

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

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

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

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

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

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

E. Lodging

Some events may require overnight accommodations.

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

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

F. Parking

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

G. Reservations

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

H. Cancellations

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

I. Reporting

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

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

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

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

Any associated costs must either:

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

IV. AMENDMENT/EXTENSION PRICE/RATE CHANGES:

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

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

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

V. CONTRACTED PRICING/RATES

Contract Pricing Rates:

Jeff's Catering agrees to extend current pricing through the new contract term. All the other pricing remains in accordance with the original Rider E: Rate Sheet.

Price and Rate Guarantee Period:

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

Price Adjustment Requests:

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

VI. AUTHORIZED USERS

Authorized Users:

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

Municipalities, Political Subdivisions, and School Districts in Maine:

☐ Not permitted to utilize this Master Agreement (MA)

- ☐ Permitted to utilize this MA as written
- ☒ Permitted to utilize this MA with the following condition: *With mutual consent of the Provider*

VII. ORDERING PROCEDURE/DELIVERY INFORMATION

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

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

Use of Master Agreements

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

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

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

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

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

RIDER B: TERMS and CONDITIONS

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.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **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 Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

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

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

7. **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 the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:
- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.
- Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

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

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

- 11. NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The 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.

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

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

13. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

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

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

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. 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.

17. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

18. APPROVAL. This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

19. INSURANCE REQUIREMENT. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.

20. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal

authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

21. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Rider D Responsible Bidder Certification
- Rider E Rate Sheet and Food Policies
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. 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, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties 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.

26. 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.

27. DEBARMENT AND PERFORMANCE 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.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may

be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

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

31. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

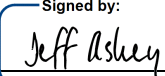
RIDER D: RESPONSIBLE BIDDER CERTIFICATION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - 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.**

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: Jeff Ashey	Title: President
Authorized Signature: Signed by:  C4FC0D5387574A5...	Date: 9/8/2025

STATE OF MAINE | MASTER AGREEMENT

RIDER E: “NOT TO EXCEED” RATE SHEET and FOOD POLICIES

Conference Room Rates:

\$95-\$125 Plus service charge

Full Day – Continental Breakfast, Lunch, and

Afternoon Snack:

\$23.00

Dinner – Standard Meals:

\$20.00-\$25.00

STATE OF MAINE | MASTER AGREEMENT

RIDER G: Identification of Country Contracted Work Will Be Performed

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

☒ **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.