

MA 18P 1601080000000000104
MODIFICATION

State of Maine



Master Agreement

Effective Date: 01/01/16

Expiration Date: 06/30/20

Master Agreement Description: Real Estate Planning, Management & Sales Services

Buyer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

Todd Cummings 207-624-7357 ext. Todd.Cummings@maine.gov

Requestor Information

John Blais 207-624-7318 ext. john.a.blais@maine.gov

Agreement Reporting Categories

Reason For Modification: Extending while the RFP process is going on

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000163009

Vendor Name

CBRE / THE BOULOS COMPANY

Alias/DBA

Vendor Address Information

ONE CANAL PLAZA STE 500

PORTLAND, ME 04101

US

Vendor Contact Information

JESSICA ESTES
207-772-1333 ext.
jestes@boulos.com

Commodity Information

Vendor Line #: 1

Vendor Name: CBRE / THE BOULOS COMPANY

Commodity Line #: 1

Commodity Code: 95883

Commodity Description: Real Estate Management Services (To include Listing and Sale

Commodity Specifications: As per the attached specifications and made part of this MA

Commodity Extended Description: Please see the attached BP54 contract details

Quantity 0.00000	UOM Free On Board	Unit Price 0.000000
Contract Amount 0.00	Service Start Date 01/01/16	Service End Date 06/30/20
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page



AMENDMENT

DATE: 12/17/2019

ADVANTAGE CONTRACT #: MA 18P160108*104

DEPARTMENT AGREEMENT #: Real Estate Planning, Management & Sales Services

AMENDMENT AMOUNT: \$ 0

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

State of Maine DEPARTMENT

DEPARTMENT: Administrative and Financial Services

Address: 77 State House Station

City: Augusta

State: Maine

Zip Code: 04333

PROVIDER

PROVIDER: The Boulos Company

Address: One Canal Plaza, Suite 500

City: Portland

State: Maine

Zip Code: 04101

Provider's Vendor Customer #: VC0000163009

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

Department of Administrative and Financial Services

Elaine Clark 12.20.19

Signature Elaine Clark, Deputy Commissioner
Date

The Boulos Company

Chris Paszy

Signature Chris Paszy, Partner Date

12.23.19

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 12/22/2015 Current End Date: 12/31/2019 Amendment Start Date: 1/1/2020 New End Date: 6/30/2020 Reason: Time to prepare new RFP for Brokerage Services.
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ \$0.00 New Contract Amount: \$ \$0.0 Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: None
<input type="checkbox"/>	Other:	Reason: None (not to exceed 6% commission split or whole for each State of Maine property sale or purchase)

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 0									

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

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

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A

Scope of Work and/or Specifications

Provide Real Estate Planning, Management & Sales Services.

Below is a list of state surplus properties that have been approved for disposition by Resolve of the Maine Legislature. Applicable Legislative Resolves are included in Appendix C. The Department anticipates additional properties will be added to the list when approved by future legislation. The Department also reserves the right to take properties off the list if circumstances permit.

1. State Police Barracks – Orono
2. Elizabeth Levinson Center Parcel
3. Hedin Hall
4. District Court House, Augusta
5. Welch House
6. Rockwood School
7. Bigelow Lab

*The Department is currently under negotiations with potential buyer from a previous RFB for the Stevens School and Sinclair Elementary School, if those sales do not get achieved, those properties will be added to the contact.

The State of Maine reserves the right to add or remove properties at its discretion.

It will be the responsibility of the Provider to;

- a. Work effectively with the state and other stakeholders.
- b. Evaluate and recommend a sale method for each property designated by the Bureau.
- c. Provide a Broker Opinion of Value (BOV) for each property to be sold.
- d. Market designated properties for sale.
- e. Establish sufficient internal controls to prevent actions not authorized by the State.
- f. Establish sufficient milestones that progress occurs and is not needlessly delayed.
- g. Coordinate/manage ancillary services such as appraisals, surveys, title searches and related services *if so required*.
- h. Coordinate the performance of ancillary services by other parties such as appraisals, surveys, title search and related services *if so required*.
- i. Provide appropriate public notice about the opportunity to buy designated properties.
- j. Network with the Real Estate Professional and other stakeholder communities.
- k. Assist State with facilitating any necessary community meetings.

- l. Conduct property inspections, showings and visits.
- m. Provide planning, managing and marketing real estate skills.
- n. Assist State with property related recommendations and professional negotiations.
- o. Coordinate and oversee all required sales documentation with the State's Attorney General's Office and or other legal services as may be designated by the State.
- p. Assist State with property closings and ownership transfers.

ADDITIONAL SERVICES

The State reserves the right to obtain additional necessary services such as appraisals, surveys, title searches, closing costs, etc. from the awarded Bidder as may be necessary to carry-out this project. The State also reserves the right to obtain these services from a third party vendor and to require those services to be coordinated by but not directly performed by the awarded Bidder.

STRATEGIC MARKETING PLAN

Provide a strategic marketing plan within 30-days of the executed contract and provide progress updates every 30 day or when requested by the state.

A. ADDITIONAL INFORMATION

As stated in Part I, Section B, 7 The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract resulting from this RFP, if it is deemed to be beneficial for the State to do so.

**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 “Division” shall refer to the State of Maine Division of Purchases.
 - 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 Division, 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 Division of Purchases 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 Division 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 Division 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 Division.

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 Division, 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 Division'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 Division'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 Division. 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 Division of Purchases, 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 Division 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 Division 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 Division.

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 also errors and 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 Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, 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 Division 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 because 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 Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division 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 Division 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 Division 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 Division'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 of this warranty, the Division 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 Division 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 Division of Purchases.

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.

RIDER C

EXCEPTIONS

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