

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

THIS AGREEMENT, made this 1st day of April, 2019, is by and between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and **University of Maine System acting by and through the University of Maine Conference & Institutes**, located at 5713 Chadbourne Hall, Room 103, Orono, Maine 04469, hereinafter called "Provider", for the period of Start Date April 16, 2019 End Date August 31, 2023.

The AdvantageME Vendor/Customer number of the Provider is VC1000093556

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

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

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

**University of Maine System, acting by and through
the University of Maine Conference & Institutes**

By: Claire Strickland
Claire Strickland, Chief Business Officer

Date: 4/1/2019

and

Department of Administrative and Financial Services

By: Jaime Schorr
Jaime Schorr, Chief Procurement Officer

Date: 4-2-19

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

BP54

The approval of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

Region	Region 4
Facility Name	UMaine Orono Conference & Institutes
Facility Physical Location	<i>Headquarters – 5713 Chadbourne Hall, Room 103, Orono, ME 04469</i>
Point of Contact	Rebecca Huffstutle (primary) Will Biberstein, Director (secondary)
Email	Rebecca.Huffstutler@maine.edu (primary) WilliamB@maine.edu (secondary)
Phone	207-581-4093 (Rebecca - primary) 207-581-4091 (Will - secondary)
Reservation Plan	Contact Will by phone or email
Supplemental Cancellation Policy	No
Audio Visual	Yes
On-Site Meals	Yes
On-Site Lodging	No
Capacity Range (conferences)	5-420 (higher if other space is available)
https://umaine.edu/conferences/	

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

This Master Agreement (MA) contract is awarded as part of a Pre-Qualified Vendor List (PQVL) for the provision of rental space for conference and meeting room facilities for the use of all state agencies for a variety of events on an as needed/as available basis. Providers will be required to coordinate, oversee and manage, on a daily basis, all aspects of the event whether small or large for room set up, conference hosting, event flow, staging, etc.

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

A. Mini-Bid Process and Awards

An Agency seeking a facility will notify all pre-qualified vendors who meet the required geographical area (region) and event size when specific services are needed by initiating the mini-bid process. Providers will be given a description of the particular services needed and asked to respond within a specific timeframe. Bids submitted on behalf of the mini bid process will be evaluated on the basis of the Providers' proposed cost or both proposed cost and detailed offering. The Agency, as applicable, will then select one Provider based on the bids submitted and criteria being evaluated during the "mini-bid" process. The rates (**Rider D**) associated with this MA will form the foundation of each Provider's future "mini-bid" responses – that is, a Provider may not propose rates in the "mini-bid" that are above what was proposed in response to this RFP process (but a Provider may propose a rate lower, if it so chooses).

An Agency would create a Delivery Order (DO) against the MA to secure the facility with the awarded bidder.

Maine Armory Rental Program – When seeking facilities, Agencies are required to include the Maine State Armories, if applicable, when considering possible event locations. For more information on the programs go to <http://www.maine.gov/purchases/policies/armoryrental.html>.

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

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

B. Space Rentals and Signage

For large multiday conferences the Agency may need access to the facility the day prior to deliver items and/or set up for the following morning. Prior to usage, each room should be set-up by the facilities staff. Rooms may require furniture, including tables, table skirts, chairs, stools, podium, lectern, dais, staging, pipes and drapes, etc. Rooms should also have a sufficient HVAC system for such needs of each room.

- 1. Large Conference/Main Meeting Room Rentals:** Main conference room area that will adequately fit requested number of attendees and agreed-upon accommodations. Agencies may request a large meeting room to accommodate all attendees for needs such as: general session, dining, exhibitor area, etc.
- 2. Breakout/Meeting Rooms:** Smaller or secondary conference room(s) used for smaller group meetings to be used concurrent with general assembly room. In most cases, it is preferred that these rooms be in the same building as the large banquet/meeting room (when utilized). If the break out room is part of the main meeting room, it should have a floor to ceiling partition to provide a sound barrier in order for sessions to run concurrently.

3. **Dining Rooms:** Agencies may request a separate meal/break serving area on-site so that neither set-up nor clean-up will interfere with scheduled presentations.
4. **Registration/Lobby area:** Agencies may require a Registration/Lobby area outside of any meeting room.
5. **Secure Storage Area:** Agencies may require a separate secured storage area (mostly for multiday conferences) for equipment, materials, etc.
6. **Restrooms:** Adequate (multi-stall) restroom facilities for participants.
7. **Exhibit Areas:** – Some Agencies hold events that require exhibit areas for inside and/or outside the facility.
8. **Inside/Outside Signage:** Agencies may request signage both inside and outside.

C. Facility One Point of Contact

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

D. Technology, Rentals and Support

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

1. **Wireless Internet Access:** Facility should include free high speed wireless Internet access sufficient for the number of anticipated participants simultaneously using the Internet, if needed.

Some events may require websites/programs on a network infrastructure requiring regular access to the public worldwide web as well as to standard email servers. If there are, standard facility filtering or blocking features the Provider may be asked to turn it off for the conference, if needed.

2. **Rentals:** Equipment may or may not be provided by the using Agency. The Agency may require the need to rent equipment from the Provider. Such items could include but not limited to:
 - a. Staging,
 - b. Digital Projection Equipment
 - c. Small and Large Screens,
 - d. Handheld and Lapel Microphones
 - e. Step Stools
 - f. Easels
 - g. Flags
 - h. Charts
 - i. VHS or DVD Players
 - j. Audio/Video Cart
 - k. Cables, Connectors, Power Strips, Extension Cords
 - l. Amplifier Appropriate for Room Size
 - m. Laser Pointer

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

E. Other Requirements

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

F. Meals

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

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

<http://www.gsa.gov/portal/category/100120>
<http://www.maine.gov/osc/travel/perdiem.shtml>

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

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

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

G. Lodging

Some events may require overnight accommodations.

- 1. Lodging** is preferred onsite but could be through other local area facilities. Providers who provide onsite lodging should accommodate the total expected number of conference participants. Rooms should be single occupancy and clean, well maintained, and well lighted. Rooms should also include wireless internet access to all guests.
- 2. Providers** are encouraged to offer their most competitive pricing for lodging, in most cases using Agencies seek costs not to exceed the State of Maine per diem rate, currently for SFY2018 - \$77

to \$123 depending on location. See per diem rate information for your area by clicking on the following link and selecting Maine on the US map, <http://www.gsa.gov/portal/category/100120>.

H. Parking:

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

I. Reservations:

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

J. Cancellation of Events:

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

K. Reporting:

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

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

L. Removal from Pre-Qualified Vendors List

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

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

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

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

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

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

Name of Room	Classroom Seating (Max. Capacity)	Theatre Seating (Max. Capacity)	Banquet Seating (Max. Capacity)	Audio Visual (Y or N)	Dining Capabilities (Y or N)
Wells Conference Center - Room #1	200	300	250	Yes	Yes
Wells Conference Center - Room #2	75	120	100	Yes	Yes
Wells Conference Center – Room #3	40	80	56	Yes	Yes
Wells Conference Center – Room #1&2	275	420	350	Yes	Yes
Buchanan Alumni Center McIntire Room	80	175	120	Yes	Yes
Bachanan Alumni Center Foster Board Room	N/A	N/A	16	Yes	Yes
Collins Center for the Arts Hutchins Concert Hall	N/A	1435	N/A	Yes	Yes
Collins Center for the Arts – Bodwell Area	35	55	N/A	No	Yes
Memorial Union Bangor Room	N/A	100	N/A	Yes	Yes
Memorial Union Bumps Room	32	N/A	N/A	Yes	Yes

BP 54 - AGREEMENT TO PURCHASE SERVICES

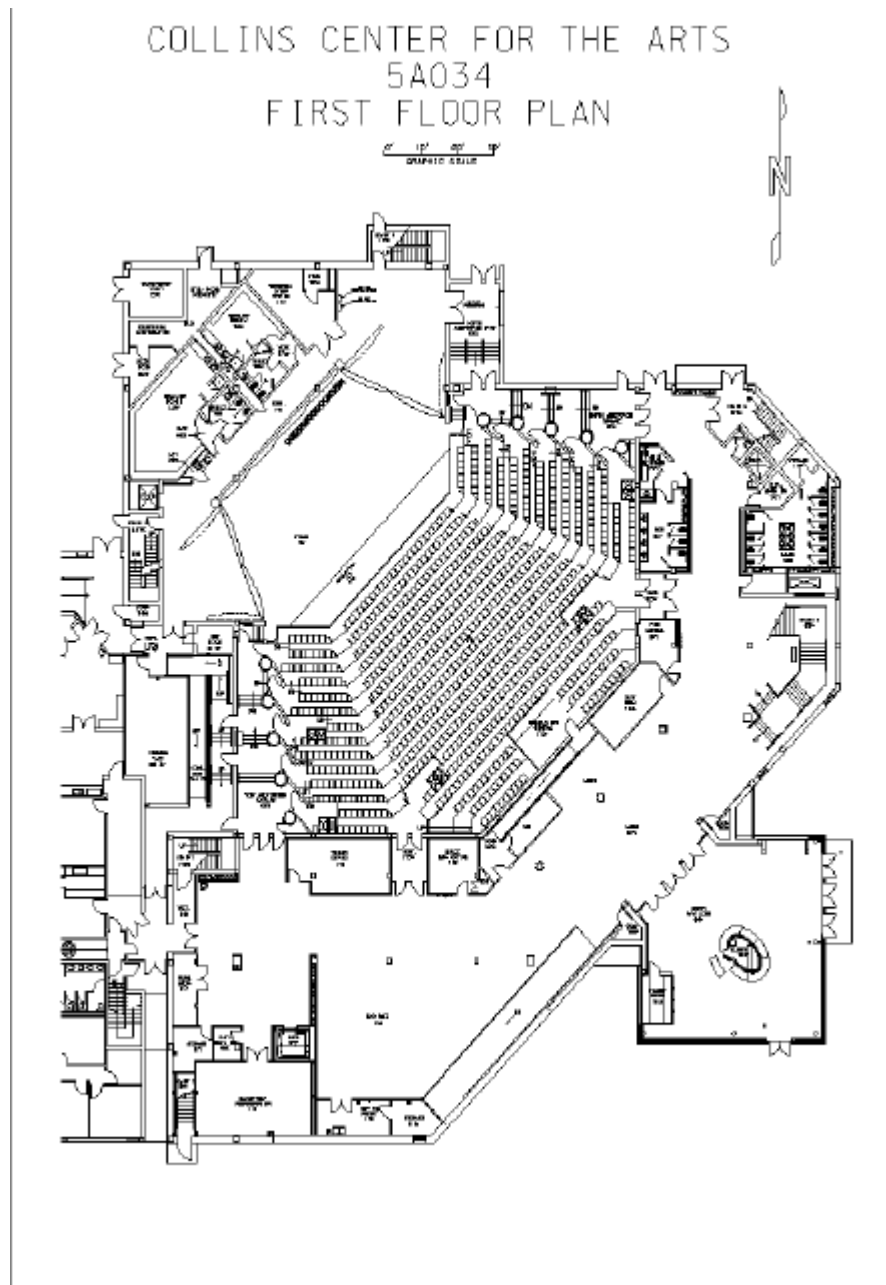
Memorial Union Totman Room	N/A	40	N/A	Yes	Yes
Memorial Union FFA Room	28	N/A	N/A	Yes	Yes
Memorial Union Coe Room	36	N/A	N/A	Yes	Yes
Memorial Union Hauck Auditorium	N/A	514	N/A	Yes	Yes
D.P. Corbett Room 100	N/A	350	N/A	Yes	No
D.P. Corbett Room 105	68	N/A	N/A	Yes	No
D.P. Corbett Room 107	80	N/A	N/A	Yes	No
D.P. Corbett Room 109	25	N/A	N/A	Yes	No
D.P. Corbett Room 111	20	N/A	N/A	Yes	No
D.P. Corbett Room 113	25	N/A	N/A	Yes	No
D.P. Corbett Room 115	80	N/A	N/A	Yes	No
Woolley Room	40	60	N/A	No	No
<p><i>Additional classrooms may also be available and for larger events athletic facilities (https://goblackbears.com/sports/2016/5/20/information-facilities-directions-index.aspx). Contact the Point of Contacts if such detail is needed.</i></p>					

University of Maine Campus Map with Parking

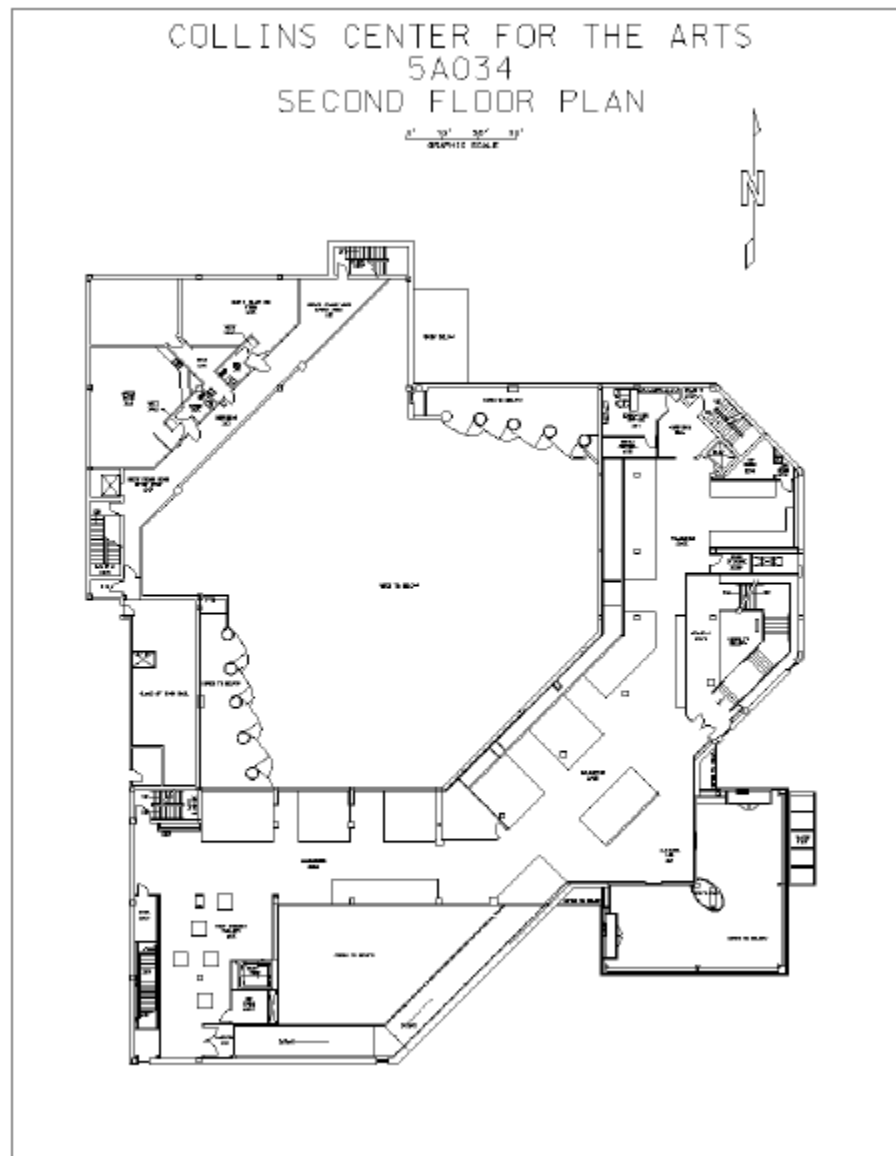
<https://umaine.edu/campus-map/> or <https://umaine.edu/conferences/campus-map/>



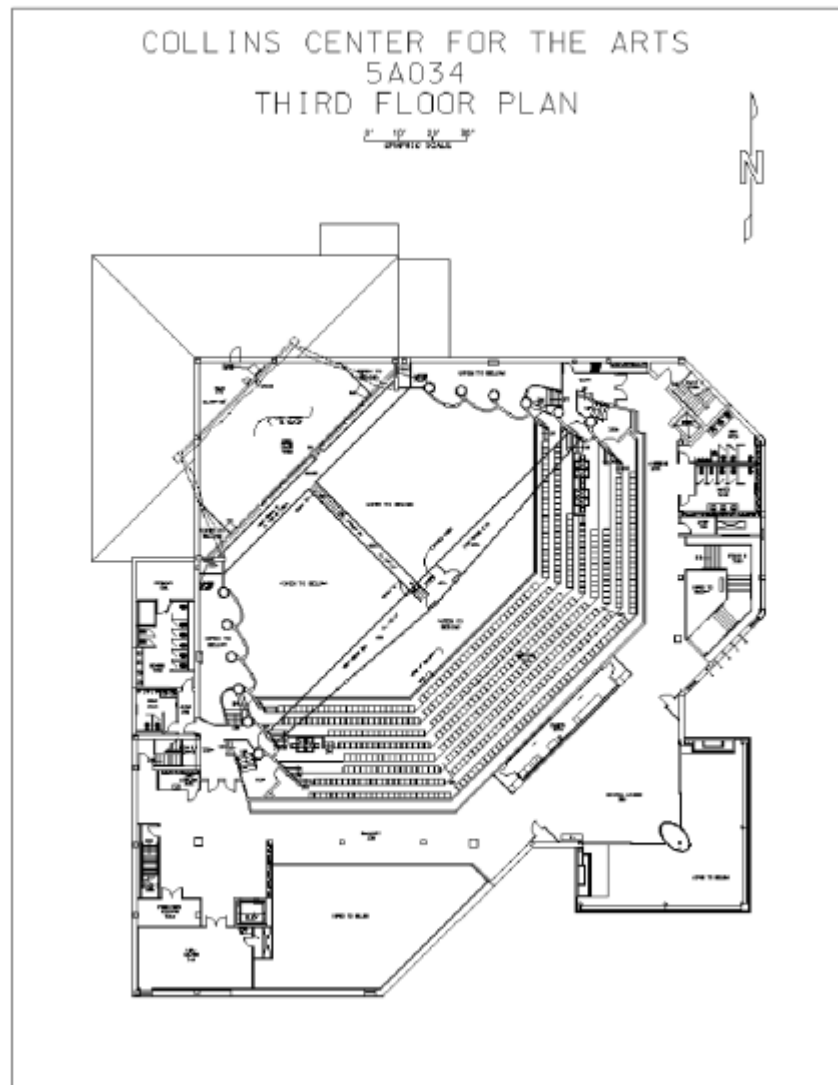
Collins Center for the Arts 1st Floor



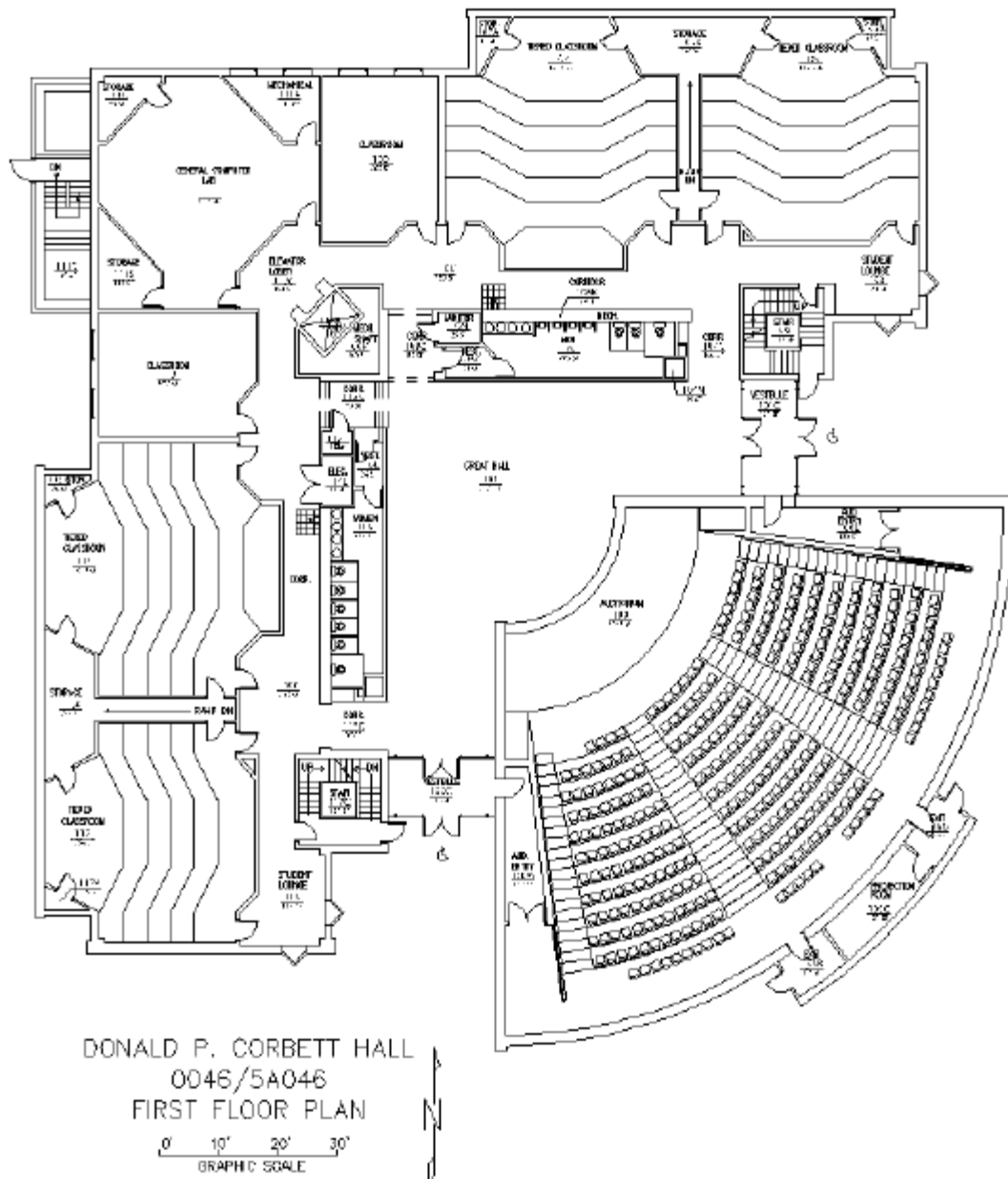
Collins Center for the Arts 2nd Floor



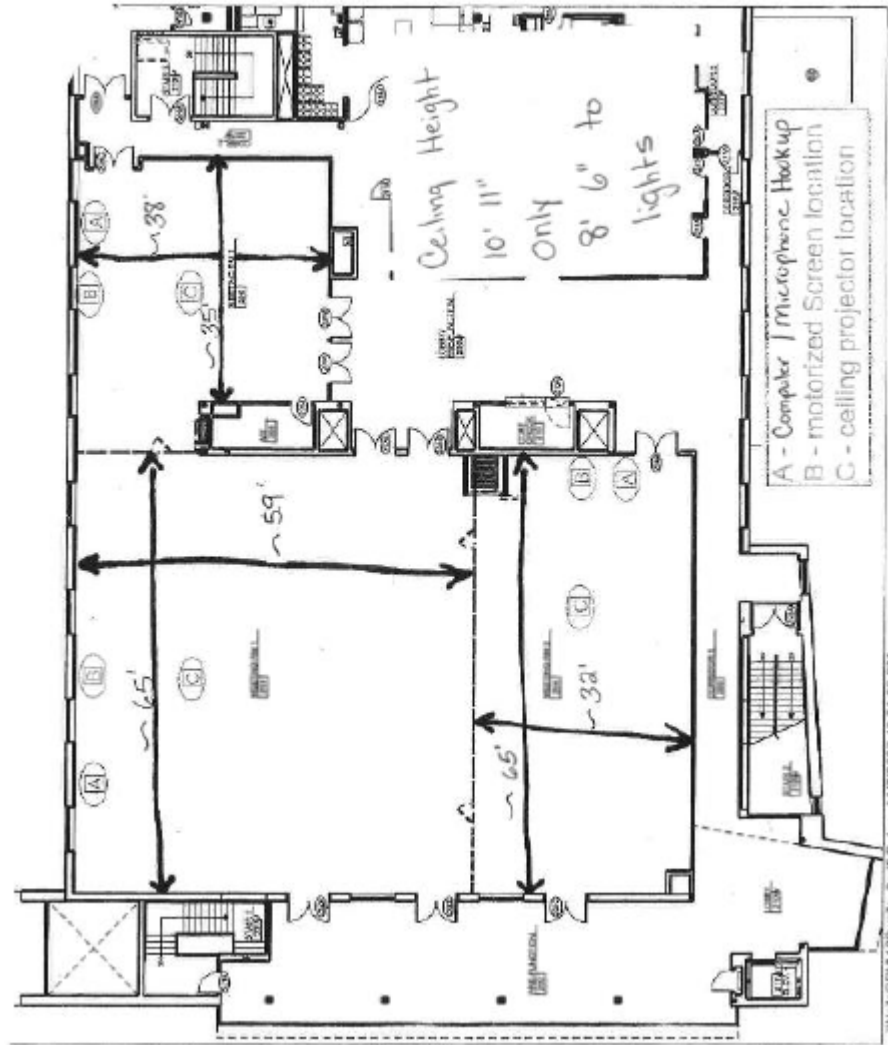
Collins Center for the Arts 3rd Floor



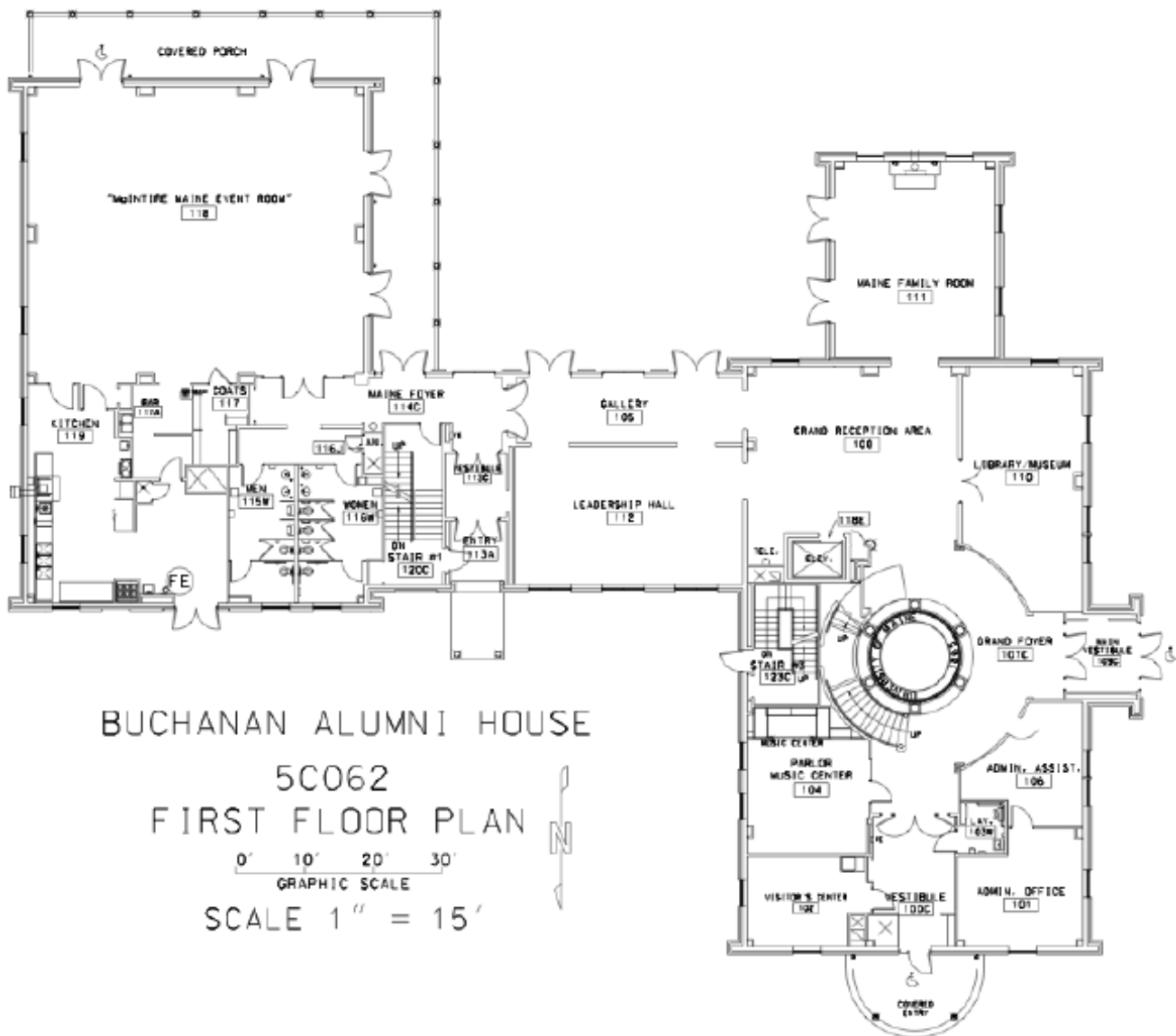
D. P. Corbett Hall 1st Floor



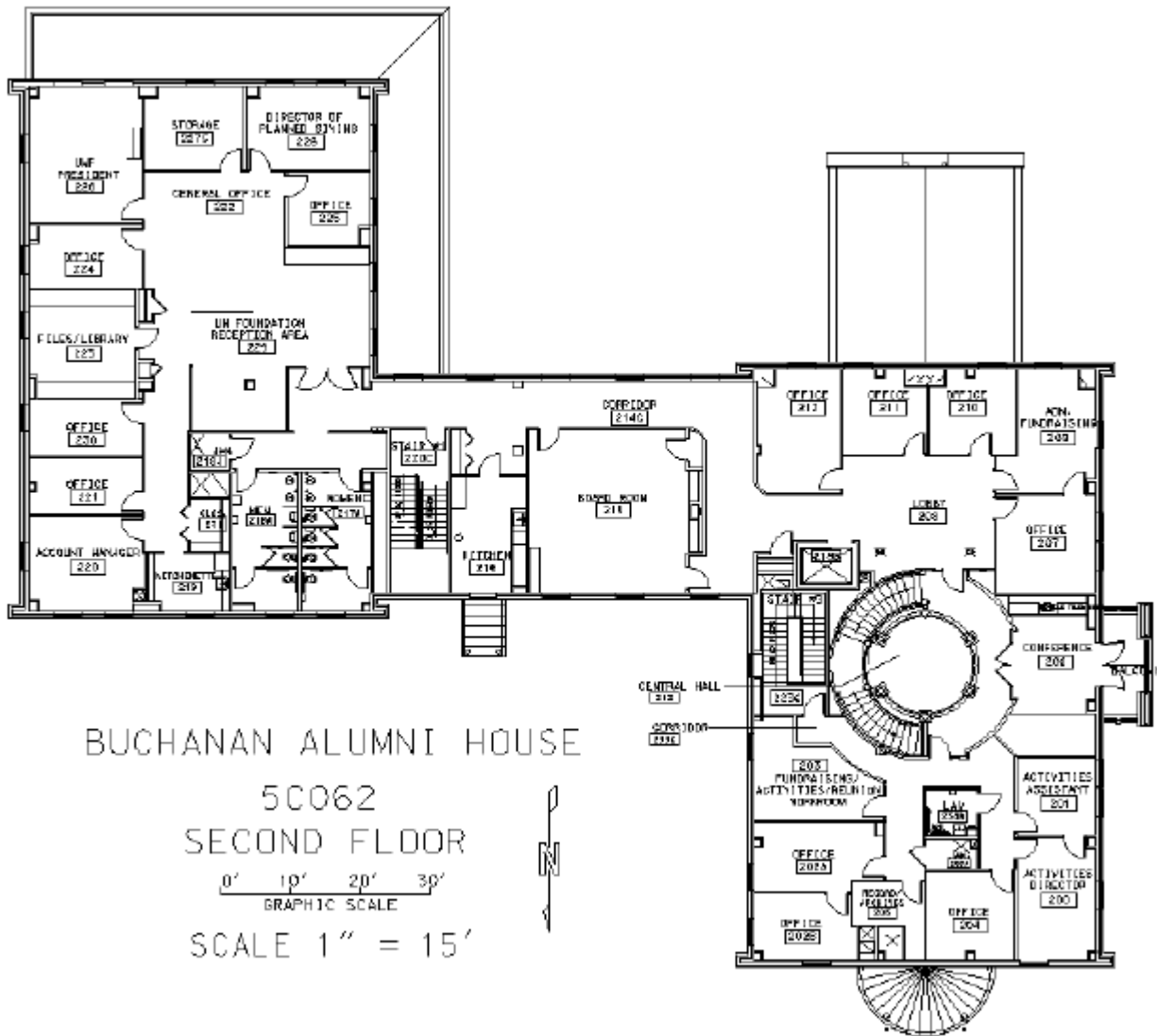
Wells Conference Center



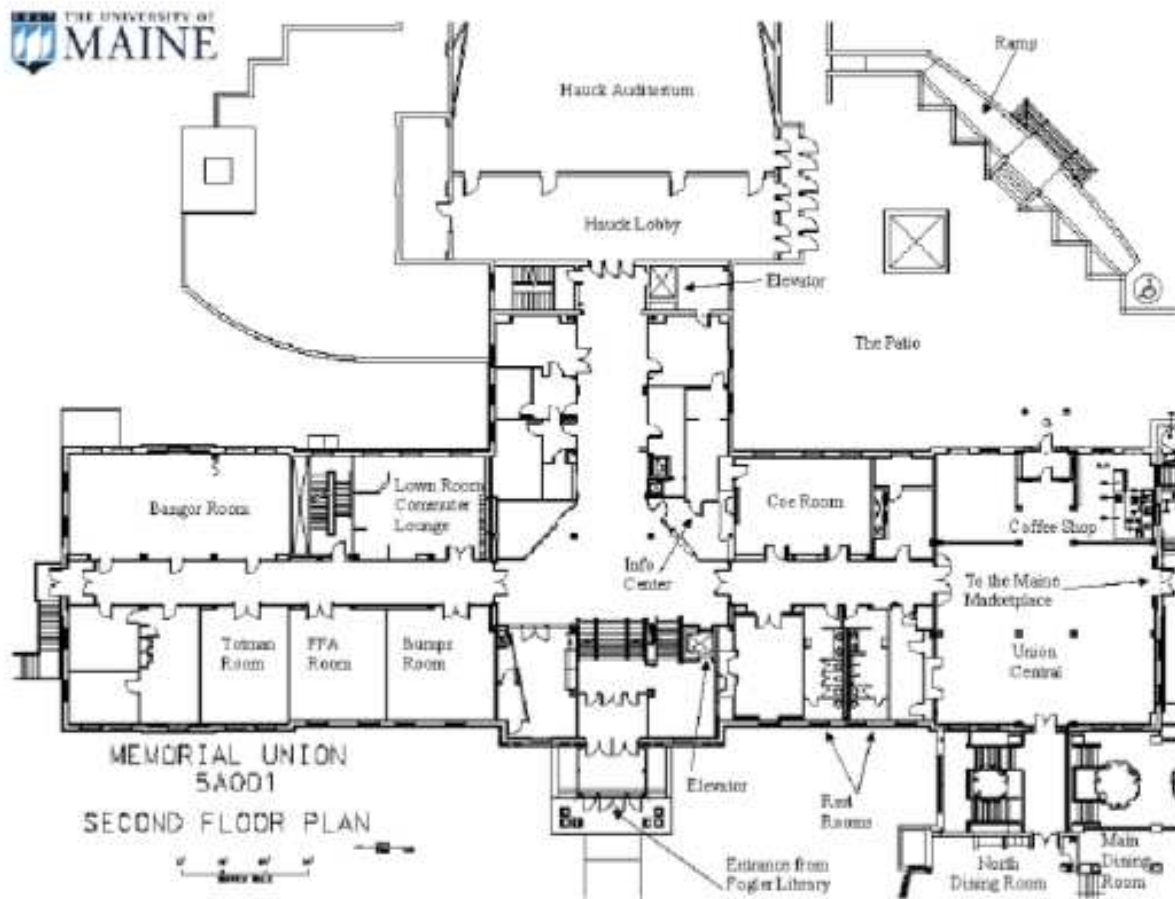
Buchanan Alumni House 1st Floor



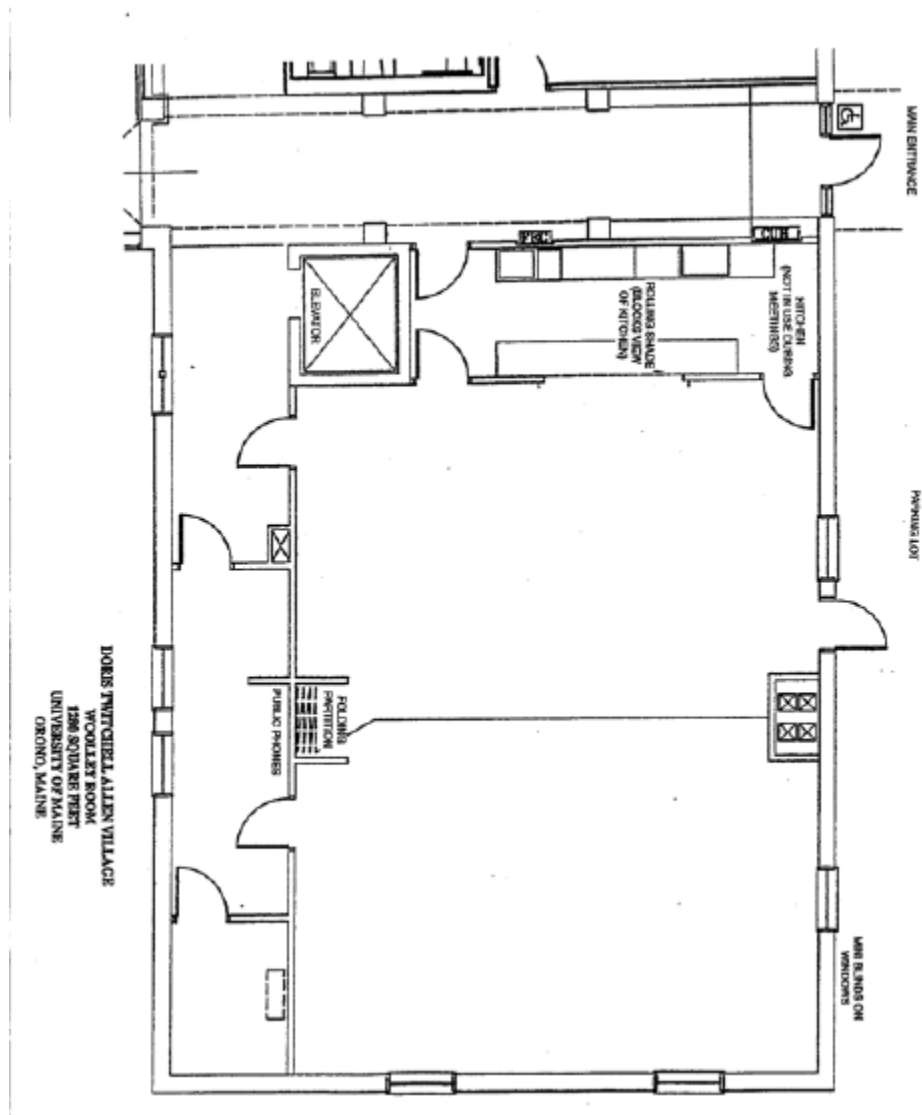
Buchanan Alumni House 2nd Floor



Memorial Union 2nd Floor



Doris Twitchell Allen Village-Wooley Room



Directions to the University of Maine

For online directions go to: <https://umaine.edu/conferences/campus-map/>

From Bangor International Airport: Orono approximately twenty (20) minutes north. leaving the airport, turn right onto Union Travel approximately 1.8 miles to I-95. Take I-North.

From I-95 North: take exit 191 to Kelly Road right. Continue on Kelly Road for 1 mile until reach the traffic light, then turn left onto Route through downtown Orono. Cross the river, bear right onto Park Street. Continue .5 miles you see a "University of Maine" sign on your a branch of Bangor Savings Bank. Turn left campus (Rangeley Road).

From I-95 South: take exit 193 to Stillwater and turn left. Drive straight for one mile and right onto College Avenue. Drive one mile and onto the UMaine campus (Long Road).

Please park in the Commuter (Black) lots. If a permit has not already been sent to you, please up when you check in at the registration area Department of Public Safety.

We hope you will enjoy your stay on campus!

When planning your trip to Maine, please visit State of Maine Bureau of Tourism for complete information on accommodations, and "must see" attractions at www.mainer tourism.com.



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University of Maine Catering Menu Link

University Catering will provide most event meals at any campus location. Other dining options can be through the line at one of our many campus dining commons. We can also provide meal ticket options for any amount determined at the Bears Den dining facility in Memorial Union. Both dining commons and Bear Den also accept cash purchases. These many dining options provide the ability to meet GSA Per Diem Rates. All campus Catering and dining services can provide options to meet any dietary restrictions individuals may request with advance notice.

<https://umaine.edu/conferences/catering-and-dining/>

<https://umaine.edu/catering/menus/>

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

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

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

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

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Denice Baron
Title: Procurement Analyst II
Address: Burton M. Cross Building, 4th Floor
111 Sewall Street
Augusta, ME 04333-0009
Denice.M.Baron@maine.gov

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

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

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

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

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

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

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

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

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

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

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

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

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

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

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

Section 10 (d), EQUAL EMPLOYMENT OPPORTUNITY, is hereby deleted and replaced with the following:

If legally permitted to do so, the Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints related to the Agreement brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against the Provider by any individual as well as any lawsuit brought against Provider related to the Agreement regarding alleged discriminatory practice.

Section 18, STATE HELD HARMLESS, is deleted in its entirety.

Section 21, LIABILITY INSURANCE, is deleted in its entirety.

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

Buchanan Alumni House:

<i>Non-University Entities</i>					
Room	Capacity	0-4 Hours Use	4-9 Hours Use	Regular Workday	Weekend/ Holiday Use
		<i>M-F 8am-5pm</i>		<i>After 5pm or before 8am</i>	<i>Minimum \$</i>
Allain Library (private/doors) – Conference Table	16	\$75	\$125	\$100/hr	\$400
Music Parlor (private/doors) – Conference Table	8	\$50	\$75	\$100/hr	\$400
Foster Boardroom (private/doors)	14	\$75	\$125	\$100/hr	\$400
Leadership Hall & Grand Reception Rounds w/Chairs Theater Style Reception	24 40 125	\$75	\$125	\$100/hr	\$400
McIntire Room (private/doors) U-Shape Theater Style Rounds w/Chairs Reception	35 150 112 200	\$150	\$225	\$100/hr	\$400
Main Level – Reception	350	\$225	\$375	\$100/hr	\$400
Main Level plus Upper Level Conference Room		\$275	\$425	\$100/hr	\$400
Dances – Entire Main Level Allowed	350	-	-	\$400	\$400
Treat Room (private/doors, fireplace – reception with existing furniture)	20-25	\$75	\$125	\$100/hr	\$400
Equipment	#Available	Cost			
3' Tables – either high top or sit-down height available	10	\$5			

NOTE: All class rooms are charge a flat rate of \$75.00 per day per room.

Wells Conference Center Room Rates:

<i>Room</i>	<i>Style</i>				<i>Time Period</i>		
	Banquet	Theater	U-Shape	Classroom	Morning	Afternoon	Evening
Room 1	200	300	64	120	\$200	\$100	\$300
Room 2	100	120	56	80	\$100	\$50	\$150
Room 3	50	80	40	40	\$75	\$30	\$120
All 3 Rooms	350	500	160	240	\$375	\$180	\$570

There will be charges based on time periods used.

Mics

3 wireless handheld

2 wired for tables

1 podium

2 lapels

Wells has a total of 30 8ft. tables

If no meals, attendance charges will apply: \$25 per hour/3hour minimum.

Number of attendants depends on event.

Conference Fees

Administration Fee	15% of total invoice (reduced from 18%)
Poster Board Rental	\$10 each
Easel Rental	\$5 each, with pads \$10 each
Nametags	\$3 each
On-line Registration	\$100 on time set-up fee per event, then \$8-25 per registration, dependent on requirements.

University Volunteer Ambulance Corp

Event Coverage Rates – Rates may vary depending on the size/scope of event and any risks associated with it.

Ambulance	\$85/hour (includes crew of 2 EMT's)
EMT / AEMT	\$25/hour
Paramedic	\$30 per hour (limited availability)
EMS Command	\$50 per event

University of Maine Police Department

All UMPD staff are \$42 per hour with a 3-hr minimum. The University will determine the number of police required for each event. The number of staff will be determined by the University risk management process.

University of Maine Facilities Management

Staffing Rates:

	<u>Regular</u>	<u>Overtime</u>
Carpenters	\$30.00	\$45.00
Custodial	\$26.00	\$39.00
Electricians	\$33.00	\$49.50
Grounds	\$26.00	\$39.00
Locksmiths	\$30.00	\$45.00
Painters	\$27.00	\$40.50
Plumbers	\$33.00	\$49.50
Roofers	\$30.00	\$45.00
Steamfitter/HVAC	\$30.50	\$49.50
Project Managers	\$31.50-56.50*	-

*Vary depending on the title of Project Managers

The staff rates would be billed for delivery and pick up of tables, chairs, and barricades to block off parking lots for events that need the additional support.

University of Maine IT Support

Equipment	Price Per Day	Labor	Price Per Hour
JBL PA Speaker #1	\$15	Videoconferences	\$40
JBL PA Speaker #2	\$15	Audio/Video Recording	\$40
Portable PA System PPA #2 w/Mic	\$15	Still Photographer	\$30
Portable PA System PPA #3 w/Mic	\$15	Audio and Video Editing	\$25
Portable PA System PPA #1 w/Mic	\$15	*Labor-Event Coverage	\$25
Fender PPA System w/Mic (2 Speakers)	\$30		
Shure BLX LAV Mic System #1	\$10		
Shure BLX LAV Mic System #2	\$10		
Sennheiser HH Wireless Mic	\$10		
Sennheiser LAV Wireless Mic System #1	\$10		
Sennheiser LAV Wireless Mic System #2	\$10		
Gooseneck Microphone #1	\$6		
Gooseneck Microphone #2	\$6		
Gooseneck Microphone #3	\$6		
Gooseneck Microphone #4	\$6		
Gooseneck Microphone #5	\$6		
Gooseneck Microphone #6	\$6		
Handheld Mic #1	\$6		
Handheld Mic #2	\$6		
Behringer 4 Channel Mixer #1	\$15		
Behringer 4 Channel Mixer #2	\$15		
24 Channel Mixer	\$25		
LCD Projector #1	\$25		
LCD Projector #2	\$25		
Portable Screen #1	\$10		
Portable Screen #2	\$10		
Laptop – Windows	\$25		
Laptop – MacBook	\$25		
Laptop HDMI Dongle Ring	\$5		
Canon Rebel T6i Camera	\$25		
Set Up/Break Down	\$25		

All equipment that the University of Maine does not have on campus we outsource to local vendors for support. The equipment would include items like: tents, staging, pipe and drape, and bike rack. Conferences & Institutes will coordinate with vendor and include expenses on final bill.

University of Maine Collins Center for the Arts

Base Rental

Hutchins Concert Hall	\$1,500/day/event vs. 9% of gross box office receipts; whichever greater
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Bodwell Lounge (4-hours)	\$120
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Miller's Café (4-hours)	\$120
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Hudson Museum (4-hours)	\$120
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Ticket Services	\$1,000
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(Computer preparation and internet sales set-up, website inclusion, advance sales labor and reporting, night of show labor, ticket stock and supplies, postage.)

Credit Card Fee	4% charged gross
(Visa, MasterCard, Discover, AmEx)	

Front of House	\$850 flat rate
(House Manager, Crowd Manager Police, Fire Safety Office)	

Technical Support Personnel:	<i>4-hour minimums</i>
Technical Director	\$30/hr
Assistant Technical Director	\$25/hr
Stagehands	\$15/hr each

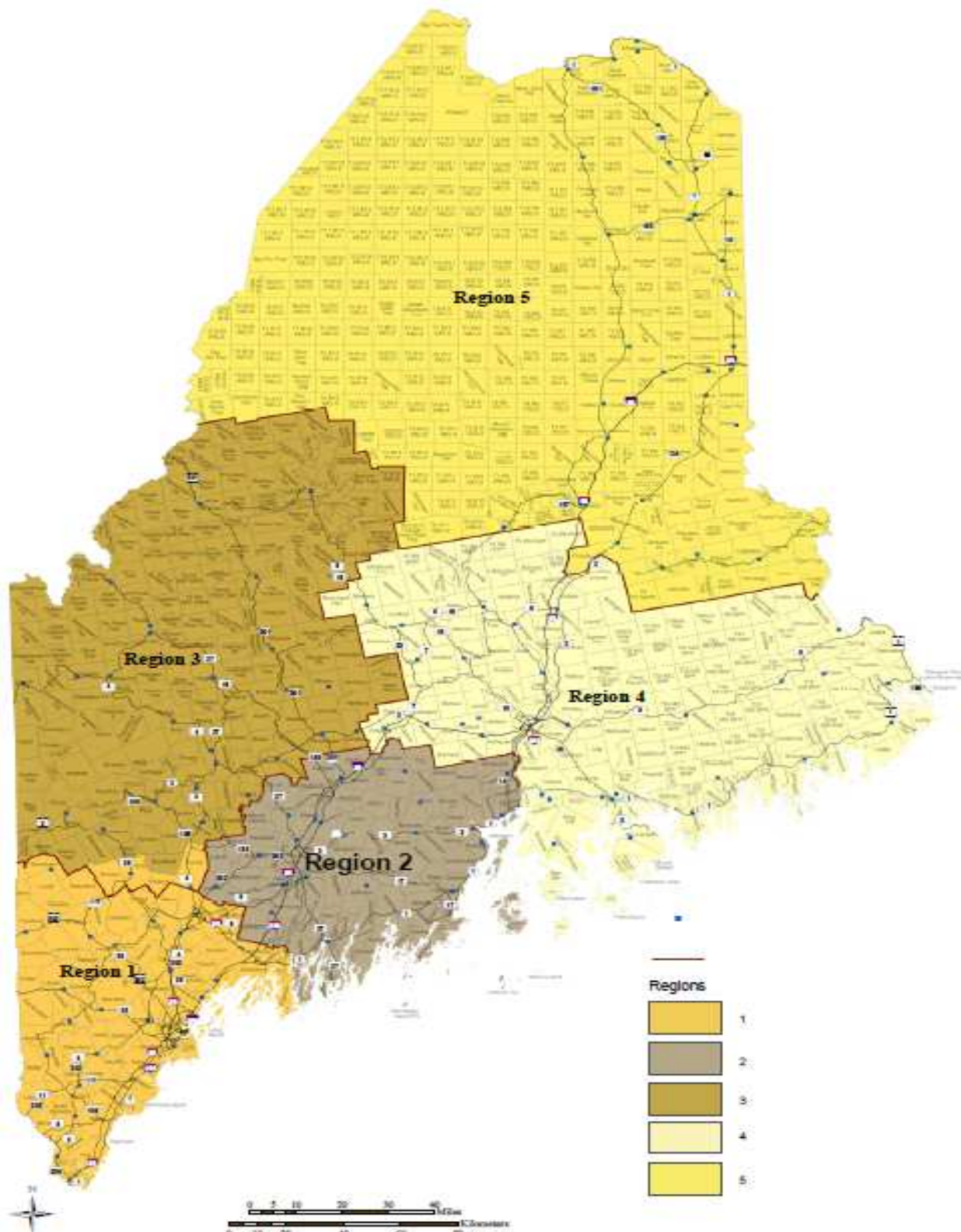
Technical Equipment (if requested):

Sound: House Console, FOH P.A., Mics, Clear Com	\$500
Sound: House Monitor Console and Cabinets	\$500
Lights: Console, Gels, Dimmers, House Instruments	\$500
Lights: Follow Spots	\$100 ea.

University of Maine Auxiliary Services (Housing/Dining):

UMaine Summer Housing & Dining Rates			
Housing	Daily Overnight Rate (76-100%)	Daily Overnight Rate (51-75%)	Daily Overnight Rate (50% or less)
Youth Double w/Linen (1-3 nights)	\$31.91	\$40.19	\$48.47
Youth Double w/Linen (4-27 nights)	\$30.14	\$38.41	\$46.45
Youth Double w/Linen (28 or more nights)	\$27.55	\$35.83	\$43.85
Youth Double w/out Linen (1-3 nights)	\$24.84	\$33.41	\$42.26
Youth Double w/out Linen (4-27 nights)	\$23.35	\$31.63	\$39.56
Youth Double w/out Linen (28 or more nights)	\$20.77	\$29.05	\$36.58
Youth Single w/Linen (1-3 nights)	\$41.69	\$50.26	\$58.58
Youth Single w/Linen (4-27 nights)	\$39.27	\$47.55	\$55.55
Youth Single w/Linen (28 or more nights)	\$36.70	\$44.96	\$52.97
Youth Single w/out Linen (1-3 nights)	\$34.85	\$43.13	\$51.40
Youth Single w/out Linen (4-27 nights)	\$32.78	\$41.06	\$49.34
Youth Single w/out Linen (28 or more nights)	\$30.20	\$38.48	\$46.76
Adult Double w/Linen (1-3 nights)	\$38.41	\$46.69	\$55.26
Adult Double w/Linen (4-27 nights)	\$36.05	\$44.33	\$52.56
Adult Double w/Linen (28 or more nights)	\$33.48	\$41.76	\$49.98
Adult Single w/Linen (1-3 nights)	\$58.19	\$66.18	\$74.75
Adult Single w/Linen (4-27 nights)	\$54.97	\$62.91	\$71.19
Adult Single w/Linen (28 or more nights)	\$52.39	\$60.33	\$68.61
Suite – Double w/Linen (1-3 nights)	\$53.48	\$61.76	\$70.32
Suite – Double w/Linen (4-27 nights)	\$50.54	\$58.82	\$67.06
Suite – Double w/Linen (28 or more nights)	\$47.47	\$56.25	\$64.47
Suites – Single w/Linen (1-3 nights)	\$73.54	\$81.82	\$89.99
Suites – Single w/Linen (4-27 nights)	\$69.40	\$77.40	\$85.68
Suites – Single w/Linen (28 or more nights)	\$66.83	\$74.82	\$83.10
Daily Daytime Room Use Rate – Double	\$17.75		
Daily Daytime Room Use – Single Room	\$14.25		
Cot	\$15.00		
Microfrig Rate	\$30.00		
Regular Size Refrigerator Flat Rate	\$40.00		
Dining	Daily Rate	Cash Rate	
Breakfast	\$7.00	\$8.50	
Lunch	\$10.00	\$11.00	
Dinner	\$12.00	\$13.00	
Daily Dining Rate	\$29.00	\$32.50	

RIDER E
REGION MAP



RIDER F
DEBARMENT FORM

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

Bidder's Organization Name:	University of Maine – Orono
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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

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

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

Name (Print): Claire Strickland	Title: Chief Business Officer
Authorized Signature: <i>Claire Strickland</i>	Date: 9/30/2018

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

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

☒

United States. Please identify state: ME

☐

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.