

State of Maine Procurement Justification Form

This form must accompany ALL contract requests and sole source requisitions submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below.

PART I: OVERVIEW			
Department Office/Division/Program:	DACF, Public Lands, Western Region		
Department Contract Administrator or Grant Coordinator:	Tim Post		
(If applicable) Department Reference #:			
Estimated Contract or Grant Amount:	\$ 24,750.00	Advantage CT / RQS #:	20200228*2398
AMENDMENT	Original Start Date:		New Start Date:
	Original End Date:		New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
ALL OTHER	Proposed Start Date:	05/01/2020	Proposed End Date: 04/30/2023
Vendor/Provider/Grantee Name, City, State:	Maine Appalachian Trail Club, P.O. Box 8087, Bangor, ME 04402-8087		
Brief Description of Goods/Services/Grant:	Contract is for Maine Appalachian Trail club who are providing caretakers for Bigelow Preserve/Horns Pond Site.		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Mark an "X" before the justification(s) that applies to this request.			
	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
X	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL QUESTIONS
Please respond to ALL of the following questions.
1. Provide a more detailed description of the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL QUESTIONS

The Bureau of Parks and Public Lands is responsible for the management of the Bigelow Preserve, which contains approximately 30 miles of Appalachian Trail and the Horn's Pond group campsite. BPL and MATC have a long-standing history of meeting the needs of the public in this remote setting. This type of management requires extensive hiking and camping skills under primitive conditions for extended periods of time. MATC has the organization, experience and the extensive network to recruit, train, and supply a qualified caretaker.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

BPL has been partnering with MATC for 20 + years in Monitoring and patrolling the 30 plus miles of trail in the Bigelow unit.

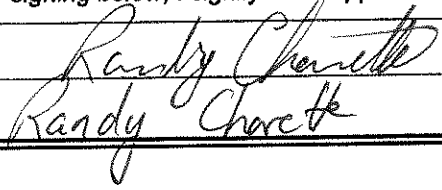
3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

Originally BPL was supposed to cover 50 percent of the position cost, now we are paying 8,000 for a position that costs almost 19,000 per year.

4. Describe the plan for future competition for the goods or services.

BPL will consider other options in the future if they become available.

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	<i>By signing below, I signify that I approve of this procurement request.</i>		
			
Printed Name:	<i>Randy Chocté</i>	Date:	<i>3/20/2020</i>
Signature of DAFS Procurement Official:			
Printed Name:		Date:	

DEPARTMENT AND PROVIDER POINT OF CONTACTS

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

Name: **Tim Post**
Email: **tim.post@maine.gov**
Address: **129 Main St**
City: **Farmington** State: **ME** Zip Code: **04938**
Telephone: **207-778-8233**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **Crystal Wilson**
Email: **crystal.wilson@maine.gov**
Address: **129 Main St**
City: **Farmington** State: **ME** Zip Code: **04938**
Telephone: **207-778-8231**

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

Name: **Maine Appalachian Trail Club**
Email: **trailer@twc.com**
Address: **P.O. Box 8087**
City: **Bangor** State: **ME** Zip Code: **04402-8087**
Telephone: **207-947-2723**

RIDERS

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

STATE OF MAINE | SERVICE CONTRACT

FUNDING RIDER

Internal Purposes Only

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

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$8,000.00	014	01A	2226	22	6401				2021

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
8,250.00	014	01A	2226	22	6401				2022

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 8,500.00	014	01A	2226	22	6401				2023

Funding Total: \$ 24,000.00

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

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

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

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

I. ACRONYMS/DEFINITIONS:

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

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is The contractor will select and supervise one or more caretakers to provide Leave No Trace education to backcountry visitors in the Bigelow Preserve. The caretaker(s) will greet hikers and campers; promote appropriate camping and hiking techniques, keep accurate records of user numbers and site conditions, and report any unusual activities or incidents to the BPL Regional Manager and the MATC Horns Ponds Site Supervisor.

Coverage for the caretaker will begin mid-May and end in mid-October for each year of the contract. A caretaker will be on duty all weekends and Holidays during that time.

An invoice and report of the caretaker's activities will be submitted to BPL by December 1st each of the three years covered in this contract.

The Provider shall Add 2-3 sentences stating the Provider's overall role in this Contract.

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below: **Add detailed deliverables the Provider will be performing**

IV. PERFORMANCE MEASURES: N/A

V. REPORTS N/A

A. Required Reports

STATE OF MAINE | SERVICE CONTRACT

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.		
2.		

B. Reporting Schedule for Above Listed Required Reports

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

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.			
2.			

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT:** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS.** Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

STATE OF MAINE | SERVICE CONTRACT

Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. **WARRANTY.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

STATE OF MAINE | SERVICE CONTRACT

without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **ACCESS TO RECORDS.** As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. **TERMINATION.** (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

STATE OF MAINE | SERVICE CONTRACT

16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

STATE OF MAINE | SERVICE CONTRACT

regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

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

RIDER D
Title:

(Included at Department's Discretion)

Enter Rider D here if applicable. If not applicable either delete this page or enter NA— make sure Rider D is not checked in the Rider Section

STATE OF MAINE | SERVICE CONTRACT

RIDER E

Title:

(Included at Department's Discretion)

Enter Rider E here if applicable. If not applicable either delete this page or enter NA— make sure Rider E is not checked in the Rider Section

RIDER F

Title:
(Included at Department's Discretion)

Enter Rider F here if applicable. If not applicable either delete this page or enter NA-- make sure Rider F is not checked in the Rider Section

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: 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.

**Business Associate Agreement
(Included at Department's Discretion)**

Enter BAA here if applicable. If not applicable either delete this page or enter NA-- make sure Business Associate Agreement is not checked in the Rider Section

STATE OF MAINE | SERVICE CONTRACT

Other:

Title:

(Included at Department's Discretion)

Enter Other here if applicable. If not applicable either delete this page or enter NA— make sure Other is not checked in the Rider Section

PM-22684

BPL

CT# 014 01A 20200228*2398

Department of Agriculture, Conservation and Forestry
Procedure for Purchases, Contracts/Amendments, Memos of Understanding/Agreement & Grants
FACE SHEET GUIDELINES

Document Description: Contract is for Maine Appalachian Trail club who are providing caretakers for Bigelow Preserve/Horns Pond Site.
Contract # 014 01A 20200228*2398

All Contracts or Amendments addressed in policy in section 14.08, MOU's, MOA's & Grants require signature by Commissioner's Office. Please use the following Title: Amanda Beal, Commissioner. All others not addressed in 14.08 may be signed by the Bureau Director.

Contracts and agreements are legal documents that establish professional relations between the Department and other parties. As such, they should be complete, accurate and professional in appearance, as well as appropriately reviewed. Please allow adequate time for review, signatures, Purchases review/ Approval.

Please print name/initials:

Program contact/originator will prepare the contract/grant forms. Name/Date: Tim Post 03/02/2020

Resource Administrator reviews for accuracy and adherence to all applicable policy, Advantage and final approval.

Name/Date: Tim Post 3/18/2020

Bureau Director approves for accuracy & support. Name/Date: [Signature] 3/18/2020

Contracts or Amendments not addressed under policy section 14.08 may be signed by the Bureau Director, this includes multi-year contracts as long as the RFP has not been exceeded and the total does not exceed \$2500 per fiscal year.

Items needing to have Commissioners approval should be routed next to:

Business Operations Manager reviews. Name/Date: [Signature] 3/20/2020

Commissioner's Office Name/Date: [Signature] 3/20/2020

Forwarded to Purchases and scan to server with email notification to Bureau. TB JGD 3/20/20 SA.

*****For MOU/MOA's GRANT's ONLY

Financial Analyst Name/Date: _____

*****Special Federal Requirements and use updated forms by the Bureau of Purchases.

All contracts and agreements for goods and services equal to or greater than \$25,000 in federal funds 013 and 015 requires a Suspension and Debarment Certification form maintained in the grant file which can be found at;

<http://www.maine.gov/purchase/info/forms.shtml>

All contracts and agreements for goods and services equal to or greater than \$25,000 in federal funds 013 and 015 requires documented proof in the grant file of a check of the federal Excluded Party List System which can be found at:

<https://www.sam.gov/portal/public/SAM/#1>

Any contract which establishes a sub award \$25,000 or greater in federal funds may trigger additional FFATA reporting requirements. The Federal Funding Accountability and Transparency Act requires specific data elements be reported for the prime award and first tier sub awards. Additional information can be found at;

http://www.maine.gov/osc/pdf/admin/controllersbulletins/fy2011/fy11-02_FFATA.pdf