

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 01/01/16**Expiration Date:** 12/31/19**Master Agreement Description:** Real Estate Planning, Management & Sales Services**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@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

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

Unit Price

\$0.00

Delivery Days

Free on Board

Contract Amount

\$0.00

Service Start Date

01/01/16

Service End Date

12/31/19

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	William Leet	Office/Division/Program	DAFS/BGS/Leased Space
Contract Amount:	\$0.00	Contract (CT) Number:	2015123000000002251
Start Date:	1/1/2016	End Date:	12/31/2016
Selected Bidder's Name, City and State:	CBRE Boulous Company One Canal Plaza Portland, Me 04101		
Short Description of Service:	Real Estate Planning, Management & Sales Services		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201508156 Initial contract. First renewal. Second renewal. Third renewal.
 If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:
 A. *The total contract amount is \$10,000 or less; and*
 B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

The RFP was advertised in the Kennebec Journal and was e-mailed to a list of over 5,000 interested parties.
 The bidders where;
 Keller Williams
 Sperry Van Ness The Urbanek Group
CBRE Boulous Company

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

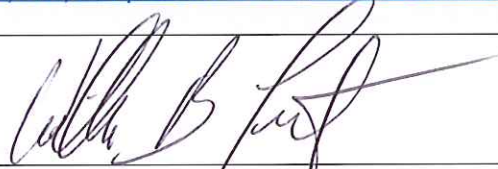
The award was made with consensus scoring, which CBRE Boulos has the highest score.

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):



Printed Name:

William Leet

Date:

1-8-16

STATE OF MAINE
Department of Administrative and Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 14th day of, December 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services hereinafter called "Department," and The Boulos Company hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 12/31/2018 to 12/31/2019
(old service to date) (new service to date)

Reason: Renewal of Contract to sell additional State Properties.

2. The dollar amount of the contract is adjusted from \$0 to \$0

Reason: N/A

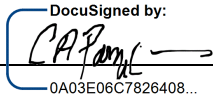
3. The Scope of Services in Rider A is amended as follows:
None (not to exceed 6% commission split or whole for each State of Maine property sale or purchase)

All other terms and conditions of the original contract dated 12/22/15 remain in full force and effect.

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

Provider: The Boulos Company

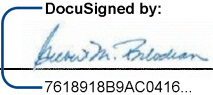
By: Chris Paszyc, Partner, CBRE/The Boulos Co.
(Name & Title, Provider Representative)

Signature:  Date: 12/14/2018
DocuSigned by:
0A03E06C7826408...

and

Department of: Administrative and Financial Services

By: Gilbert M. Bilodeau, Chief Facilities Officer
(Name & Title, Department Representative)

Signature:  Date: 12/14/2018
DocuSigned by:
7618918B9AC0416...

The approval and encumbrance 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.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA 18P160108*104
Vendor Code: VC0000163009 **Account Codes:** N/A
Old Contract Amount: \$0 **Amount of Adjustment:** \$0
New Service to Date: 12/31/2019

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 22nd day of December, 2015, is by and between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and CBRE The Boulos Company located at One Canal Plaza, Suite 500 Portland, ME 04101, telephone number (207) 772-1333, hereinafter called "Provider", for the Initial Period of Performance 1/1/2016 to 12/31/2016 with three (3) renewal periods of one (1) year each.

The AdvantageME Vendor/Customer number of the Provider is VC0000163009

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, E, and/or F - (At Department's Discretion)
- 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 (1) original copy.

DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES

By: Ed Dahl, Director, BGS
Name and Title, Department Representative

And

CBRE The Boulos Company,
By: Chris Paszyc
Name and Title, Provider Representative
CHRIS PASZYC, PARTNER

Total Agreement Amount: \$0.00

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

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.

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- 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
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** To be determined upon sale price of properties.
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

The State of Maine will pay CBRE The Boulos Company \$2,000 or maximum of 6% of the sale price (whichever is higher) of any property that they sell for the State of Maine under this contract. It is the sole responsibility of CBRE Boulos Company to pay any and all other broker or firm fees associated with the sale of properties under this contract.

In addition, the cost of ancillary services by other parties such as appraisals, surveys, title search and a related service that is managed and paid by CBRE The Boulos Company, will be reimbursed dollar-for-dollar.

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.

Name: John Blais
Title: Space Management Specialist Supervisor
Address: 77 SHS Augusta ME 04333-0077

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

Name: William B. Leet
Title: Director of Division of Leased Space
Address: 77 SHS Augusta ME 04333-0077

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

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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

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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.

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RIDER C
EXCEPTIONS TO RIDER B

RIDER D

Not Required: For use at Department's Discretion

Not Required: For use at Department's Discretion

Not Required: For use at Department's Discretion

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 Purchases of any changes to the information provided above.

Division of Purchases' Amendment Authorization Form

Form Instructions: This form must accompany amendments being proposed for approval to existing contracts.

Program Administrator:	John Blais	Office/Division/Program:	BGS/Directors Office
Phone:	207-624-7318	CT Number:	MA 18P160108*104
Amendment Amount \$:		Revised Agreement Amount: \$	0.00
Amendment Date:	12/7/2016	Revised Agreement End Date:	12/31/2017
Provider/Vendor's Business Name and Address:	CBRE The Boulos Company, One canal plaza, Suite 500, Portland, ME 04101 ATTN: Chris Paszyc		
VC Number:	VC0000163009		
Type of Service:	Real Estate Planning, Management & Sales Services		

1. Specific Problem or Need for Amendment:

Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

Extended project timeline for required state property sales. MA allows for 3 renewal periods of 1 year.

2. Adjustment in Agreement Amount:

If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

None

Approved by

Barbara M. Blodgett

Date:

1-4-17

STATE OF MAINE
Department of Administrative & Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 12 day of December 2016, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services hereinafter called "Department," and CBRE The Boulos Co. hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 12/31/16 to 12/31/17
(old service to date) (new service to date)
Reason: Renewal of Contract to sell additional State Properties

2. The dollar amount of the contract is adjusted from \$ 0 to \$ 0

Reason: _____

3. The Scope of Services in Rider A is amended as follows:

None

All other terms and conditions of the original contract dated 12/22/15 remain in full force and effect.

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

Provider: [Signature]

By: CHRIS PASZYK, PARTNER, CBRE/THE BOULOS CO.
(Name & Title, Provider Representative)

Date: 12.7.16

and

Department of: DAFS, BGS

By: John Blain, Real Property Director
(Name & Title, Department Representative)

Date: 12-7-16

The approval and encumbrance 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 an Approval Cover Page from the Division of Purchases.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): _____
Encumbered or Unencumbered : (check one) Vendor Code: _____
Old Contract Amount: \$ _____ Amount of Adjustment: \$ _____
New Contract Amount: \$ _____
New Service to Date: _____ Account Codes: _____