

MA 18P 19040100000000000136
MODIFICATION

State of Maine



Master Agreement

Effective Date: 04/16/19

Expiration Date: 09/30/24

Master Agreement Description: PQVL for Conference and Meeting Space

Buyer Information

Sherri Brooker 207-624-8878 ext. Sherri.Brooker@Maine.gov

Issuer Information

Sherri Brooker 207-624-8878 ext. Sherri.Brooker@Maine.gov

Requestor Information

Sherri Brooker 207-624-8878 ext. Sherri.Brooker@Maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000093556

Vendor Name

UNIV OF ME SYST

Alias/DBA

CONFERENCE SERVICES DIV

Vendor Address Information

5713 CHADBOURNE HALL

ORONO, ME 04469

US

Vendor Contact Information

Sep 26, 2023, 3:15 PM

Rebecca Huffstutle
207-581-4093 ext.
Rebecca.Huffstutler@maine.edu

Commodity Information

Vendor Line #: 1

Vendor Name: UNIV OF ME SYST

Commodity Line #: 1

Commodity Code: 97165

Commodity Description: Room Rental or Lease for Conferences, Seminars, etc.

Commodity Specifications:

Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	04/16/19	09/30/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 10/12/2023
Signature 81F482... Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:
Kelly Sparks 10/12/2023
Signature BC1461... Date

Kelly Sparks Chief Business officer, VP
Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Rider D - Price sheet
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 190401*136

Commodity: Conference & Meeting Space

Master Agreement Competitive Bid RFP: 201803033

Contract Period: Through September 30, 2024

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

Name: Rebecca Huffstutler **Tel:** 207-581-4093 **Email:** Rebecca.Huffstutler@maine.edu

Name: Christian Spindler **Tel:** 207-581-4094 **Email:** christian.spindler@maine.edu

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Using Departments: The primary using departments of this Master Agreement are: All

Shipping Points: The items covered by this MA may be requested for and expect to be shipped to any State of Maine owned facility.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Specifications

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. **Master Agreement (MA):** A contractual agreement which will govern the relationship between the State of Maine and the Provider
7. **PQVL:** Pre-Qualified Vendor List
8. **Provider:** A conference/meeting room Provider that is a party to a State of Maine Master Agreement.
9. **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:

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

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 HV AC 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 breakout room is part of the main meeting room, it should have a floor to ceiling partition to provide a sound barrier in order for sessions to run concurrently.

3. Dining Rooms: Agencies may request a separate meal/break serving area on-site so that neither set-up nor clean-up will interfere with scheduled presentations.

4. Registration/Lobby area: Agencies may require a Registration/Lobby area outside of any meeting room.

5. Secure Storage Area: Agencies may require a separate secured storage area (mostly for multiday conferences) for equipment, materials, etc.

6. Restrooms: Adequate (multi-stall) restroom facilities for participants.

7. Exhibit Areas: - Some Agencies hold events that require exhibit areas for inside and/or outside the facility.

8. Inside/Outside Signage: Agencies may request signage both inside and outside.

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. Audio/Video Cart
- j. Cables, Connectors, Power Strips, Extension Cords
- k. Amplifier Appropriate for Room Size
- l. 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 [https://www.govinfo.gov/app/details/STATUTE-104/ STATUTE-104-Pg327](https://www.govinfo.gov/app/details/STATUTE-104/STATUTE-104-Pg327). *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. 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.

2. 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.

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.

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 a 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.

M. Certificate of Insurance

It is the provider's responsibility to supply an updated copy of the Certificate of Insurance to the Agreement Administrator as a new certificate becomes available.

RIDER B TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be

determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection

discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

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

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent

upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

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

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

RIDER C

EXCEPTIONS

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.

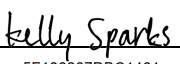
Section 21, LIABILITY INSURANCE, is deleted in its entirety.

Debarment, Performance, and Non-Collusion Certification

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

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

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: kelly sparks	Title: Chief Business Officer, VP
Authorized Signature: <small>DocuSigned by:</small> 	Date: 10/12/2023

5F186267DBC1461...

RIDER D

"NOT TO EXCEED" RATE SHEET and FOOD POLICIES

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's 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/food-beverage/>
<https://umaine.sodexomyway.com/catering>

BP 54 - AGREEMENT TO PURCHASE SERVICES

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	12	\$100	\$150	\$100/hr	\$400
Music Parlor (private/doors) – Conference Table	8	\$75	\$125	\$100/hr	\$400
Foster Boardroom (private/doors)	12	\$100	\$150	\$100/hr	\$400
Leadership Hall & Grand Reception Rounds w/Chairs Theater Style Reception	32 40 125	\$100	\$150	\$100/hr	\$400
McIntire Room (private/doors) U-Shape Theater Style Rounds w/Chairs Reception	36 150 112 200	\$175	\$300	\$100/hr	\$400
Main Level – Reception	350	\$275	\$425	\$100/hr	\$400
Main Level plus Upper Level Conference Room		\$325	\$475	\$100/hr	\$400
Dances – Entire Main Level Allowed	350	-	-	\$400	\$400
Treat Room (private/doors, fireplace, Conference table, Reception)	10-25	\$100	\$150	\$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, attendants 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	\$35/hour
Paramedic	\$35 per hour (limited availability)
EMS Command	\$50 per event

University of Maine Police Department

All UMPD staff are \$45per 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
Bodwell Lounge (4-hours)	\$120
Miller's Café (4-hours)	\$120
Hudson Museum (4-hours)	\$120

Ticket Services

(Computer preparation and internet sales set-up, website inclusion, advance sales labor and reporting, night of show labor, ticket stock and supplies, postage.)

\$1,000

Credit Card Fee

(Visa, MasterCard, Discover, AmEx)

4% charged gross

Front of House

(House Manager, Crowd Manager
Police, Fire Safety Office)

\$850 flat rate

Technical Support Personnel:

Technical Director
Assistant Technical Director
Stagehands

4-hour minimums
\$30/hr
\$25/hr
\$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	Overnight Group	Daily Rate	
Breakfast	\$8.00	\$9.00	
Lunch	\$11.00	\$12.00	
Dinner	\$13.00	\$14.00	