

MA 18P 24051600000000000132  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 05/16/24

**Expiration Date:** 09/30/25

**Master Agreement Description:** PQVL for Conference and Meeting Facilities

**Buyer Information**

ext.

**Issuer Information**

Michelle Fournier 207-592-8197

ext. Michelle.Fournier@maine.gov

**Requestor Information**

Michelle Fournier 207-592-8197

ext. Michelle.Fournier@maine.gov

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000090699

**Vendor Name**

THOMAS COLLEGE

**Alias/DBA**

**Vendor Address Information**

180 W RIVER RD

WATERVILLE, ME 04901

US

**Vendor Contact Information**

Mikaela F Ziobro  
859-1211 ext.  
events@thomas.edu

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** THOMAS COLLEGE

**Commodity Line #:** 1

**Commodity Code:** 97165

**Commodity Description:** PQVL for Conference and Meeting Space

**Commodity Specifications:** PQVL for Conference and Meeting Facilities

**Commodity Extended Description:**

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 05/16/24	<b>Service End Date</b> 09/30/25
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

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* 5/29/2024  
2A644AF5681F482...

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Signature Date

David Morris, Acting Chief Procurement Officer

THOMAS COLLEGE

DocuSigned by:  
*Thomas Warren* 5/29/2024  
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Signature Date

Thomas Warren, Chief Operating Officer



## MASTER AGREEMENT CONTRACT

START DATE: 5/16/2024	END DATE: 9/30/2025
ADVANTAGE CONTRACT #: MA 18P 2405160000000000132	
CONTRACTED SERVICE: Pre-Qualified Vendor List - Meeting and Conference Facilities	

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

STATE OF MAINE		
Department of Administrative and Financial Services, Division of Procurement Services		
ADDRESS: 111 Sewall Street, 4 <sup>th</sup> Floor Burton Cross Office Building, SHS #9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-0009
VENDOR		
PROVIDER NAME: THOMAS COLLEGE		
ADDRESS: 180 W RIVER RD		
CITY: WATERVILLE	STATE: Maine	ZIP CODE: 04901
PROVIDER'S VENDOR CUSTOMER #:VC1000090699		

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.

Department of Administrative and Financial Services

THOMAS COLLEGE

DocuSigned by:

*David Morris*

2A644AF5681F482...

David Morris, Acting Chief Procurement Officer

**Date** 5/29/2024

DocuSigned by:

*Thomas Warren*

AB5712FA4C3C49C...

Thomas Warren, Chief Operating Officer

**Date** 5/29/2024

**STATE OF MAINE | SERVICE CONTRACT****DEPARTMENT AND PROVIDER POINT OF CONTACT**

PROCUREMENT SERVICE MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michelle Fournier	
EMAIL: michelle.fournier@maine.gov	TELEPHONE: 207-592-8197

VENDOR CONTACT: 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: Cathy Dumont		
EMAIL: Cathy.Dumont@thomas.edu	TELEPHONE: 207-859-1211	
ADDRESS: 180 West River Road		
CITY: WATERVILLE	STATE: Maine	ZIP CODE: 04901

Any changes to the individuals identified above may be changed at any time through written notice by either party.

**STATE OF MAINE | SERVICE CONTRACT****RIDERS**

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

<input checked="" type="checkbox"/>	Competitive Bid, Extensions, Vendor Contact, Authorized Users
<input checked="" type="checkbox"/>	Rider A – Specifications / Scope of Services
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D - Specification / Scope of Service Changes –Thomas College Proposed Services Form – Appendix D
<input checked="" type="checkbox"/>	Rider E - Cost Schedule
<input type="checkbox"/>	Rider F – Bid Cover Page
<input checked="" type="checkbox"/>	Rider G – Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Rider H –Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Rider I

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**RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED**

**TABLE OF CONTENTS**

- I. INTRODUCTION/OVERVIEW
- II. COMPETITIVE BID AND EXTENSIONS/RENEWALS
- III. AUTHORIZED USER INFORMATION
- IV. ORDERING PROCEDURE
- V. SPECIFICATIONS/SCOPE OF WORK

**I. INTRODUCTION/OVERVIEW:**

This Master Agreement (MA) is awarded as part of the 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. State agencies could request partial or full-service accommodations, which may include, but not limited to:

- 1. Space Rental, Setup, Signage, Parking, etc.
- 2. Technology, Rentals and Support
- 3. Meals
- 4. Lodging

**II. COMPETITIVE BID AND EXTENSIONS/RENEWALS**

**Master Agreement Competitive Bid RFQ:**

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to one (1) two (2) year and one (1) one (1) year extension periods.**(Change to match RFQ posting)**

- Initial Term
- First Renewal
- Second Renewal

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**III. AUTHORIZED USER INFORMATION**

**State of Maine departments authorized to utilize this MA contract:**

**ALL**

**Municipalities, political subdivisions and school districts in Maine:**

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written.
- Are permitted to utilize this MA with the following conditions: With mutual consent of the Provider

**IV. ORDERING PROCEDURES:**

**Mini-Bid Process and Awards**

Once an agency has a need for a facility or conference services, the Agency will notify all pre-qualified vendors who meet the required geographical area 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. Please note, the costs proposed under this RFP process 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 is 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 concluding the mini-bid process. Delivery Order will be emailed to the Provider's email address on file

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.



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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.

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/procurementservices/policies-procedures/maine-armory-rental-program>

**V. SPECIFICATIONS/SCOPE OF WORK:**

The Provider will provide conference and meeting space/rooms for the use of all state agencies for a variety of events on an as needed basis. The Provider will 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.

**Location:**

Service will be provided in **Region 2**.

**Space Rentals and Signage:**

At the request of a state agency for large multiday conferences the Provider will allow access to the facility the day prior to the event to deliver items and/or set up for the following morning. Prior to usage, each room should be set up by the facilities staff as requested. Rooms may require furniture, including tables, table skirts, chairs, stools, podium, lectern, dais, staging, pipes and drapes, etc. Rooms should also have a sufficient HVAC system.

- 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.

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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.

**A. Facility One Point of Contact**

Throughout the duration of the master agreement there will be 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.

**B. 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.

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

**2. Rentals:** Equipment may or may not be provided by the using Agency. The Agency may require the need to rent equipment from the Provider. Such items could include but not limited to:

- a. Staging,
- b. Digital Projection Equipment
- c. Small and Large Screens,
- d. Handheld and Lapel Microphones
- e. Step Stools
- f. Easels
- g. Flags
- h. Charts
- i. VHS or DVD Players
- j. Audio/Video Cart
- k. Cables, Connectors, Power Strips, Extension Cords
- l. Amplifier Appropriate for Room Size
- m. Laser Pointer

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

**C. Other Requirements**

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

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**D. MEALS**

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

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

<http://www.gsa.gov/portal/category/100120>

<https://www.maine.gov/osc/travel/per-diem>

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

<https://www.maine.gov/osc/administration/saam>

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

**E. Lodging**

Some events may require overnight accommodations.

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

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

**F. 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.

**G. Reservations:**

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

**H. Cancellations:**

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.

**I. Reporting:**

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

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

**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

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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 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

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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 executive employee who participated in any way in the solicitation, award or administration of this Agreement according to [MRS Title 5 §18-A, 2](#) and in harmony with [MRS Title 17 §3104](#). Any contract made in violation of these sections is void.
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 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



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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 affected 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.
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.

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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

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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 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;

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- 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.

**STATE OF MAINE | SERVICE CONTRACT**

**RIDER C: EXCEPTIONS**

N/A

**RIDER D: Specification / Scope of Service Changes**

**State of Maine**

**Department of Administrative and Financial Services**

*Bureau of Business Management*

*Division of Procurement Services*

**PROPOSED SERVICES FORM**

**RFP#201803033**

**Pre-Qualified Vendor List for Conference and Meeting  
Facilities**

<b>Bidder's Organization Name:</b>	<b>Thomas College</b>
------------------------------------	-----------------------

Instructions: Please complete the following information about the proposed facility, including details of each room being offered on the following page.

**Facility Name:**        **Thomas College**

**Physical Location:**   **180 West River Road Waterville, Maine 04901**

**Region (circle one):**                    1    **2**    3    4    5

## APPENDIX D (continued)

**CONFERENCE AND MEETING FACILITIES**

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

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

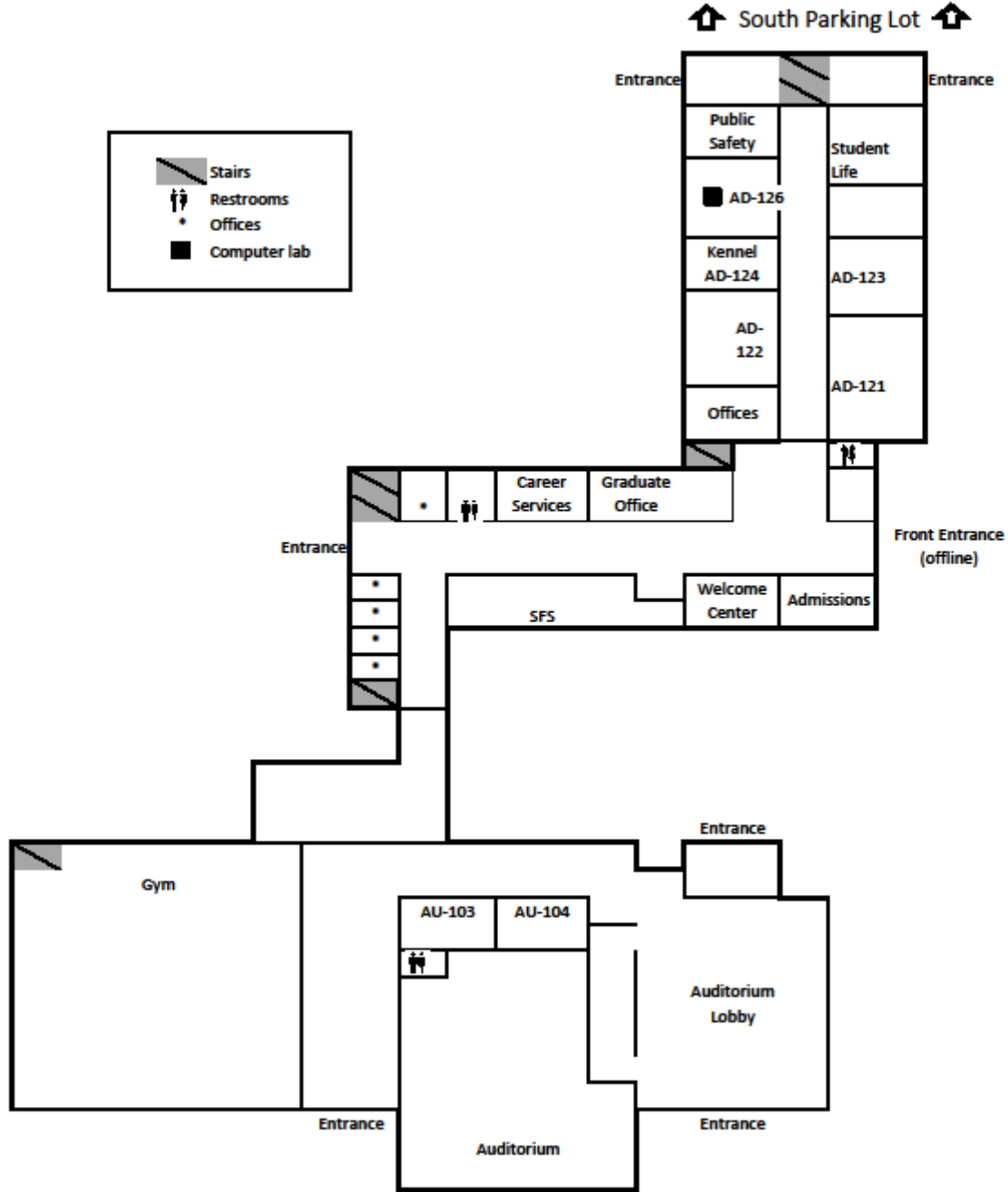
Theatre Style: Seating found in a theatre or cinema with chairs aligned in consecutive straight rows.

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

Name of Room	Classroom Seating (Max. Capacity)	Theatre Seating (Max. Capacity)	Banquet Seating (Max. Capacity)	Audio Visual (Y or N)	Dining Capabilities (Y or N)
<b>Summit Room</b>	<b>138</b>	<b>300</b>	<b>176</b>	<b>Y</b>	<b>Y</b>
<b>Boardroom (2)</b>	<b>20 set-up boardroom style</b>	<b>-</b>	<b>-</b>	<b>Y</b>	<b>Y</b>
<b>Auditorium</b>	<b>-</b>	<b>301</b>	<b>-</b>	<b>Y</b>	<b>Y</b>
<b>Classrooms (15)</b>	<b>50</b>	<b>-</b>	<b>-</b>	<b>Y</b>	<b>Y</b>
<b>Computer Labs/Finance Center (4)</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>Y</b>	<b>Y</b>
<b>Tiered Classroom</b>	<b>30</b>	<b>-</b>	<b>-</b>	<b>Y</b>	<b>Y</b>
<b>Gymnasium</b>	<b>550</b>	<b>1200</b>	<b>600</b>	<b>Y</b>	<b>Y</b>
<b>Field House</b>	<b>920</b>	<b>2070</b>	<b>1300</b>	<b>Y</b>	<b>Y</b>
<b>AU-103 &amp; AU-104</b>	<b>70</b>	<b>200</b>	<b>-</b>	<b>Y</b>	<b>Y</b>

APPENDIX D (continued)

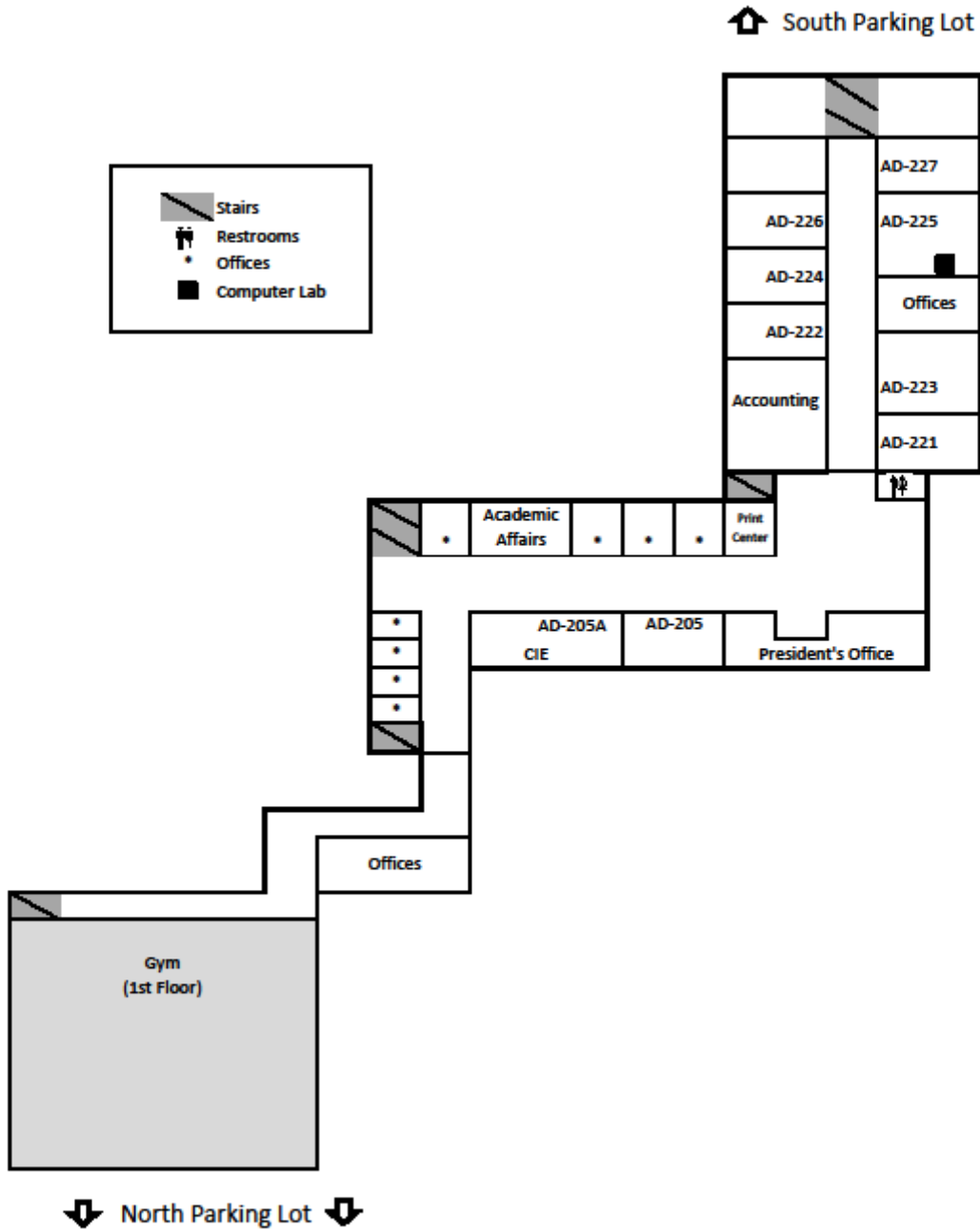
Administration Building 1<sup>st</sup> Floor





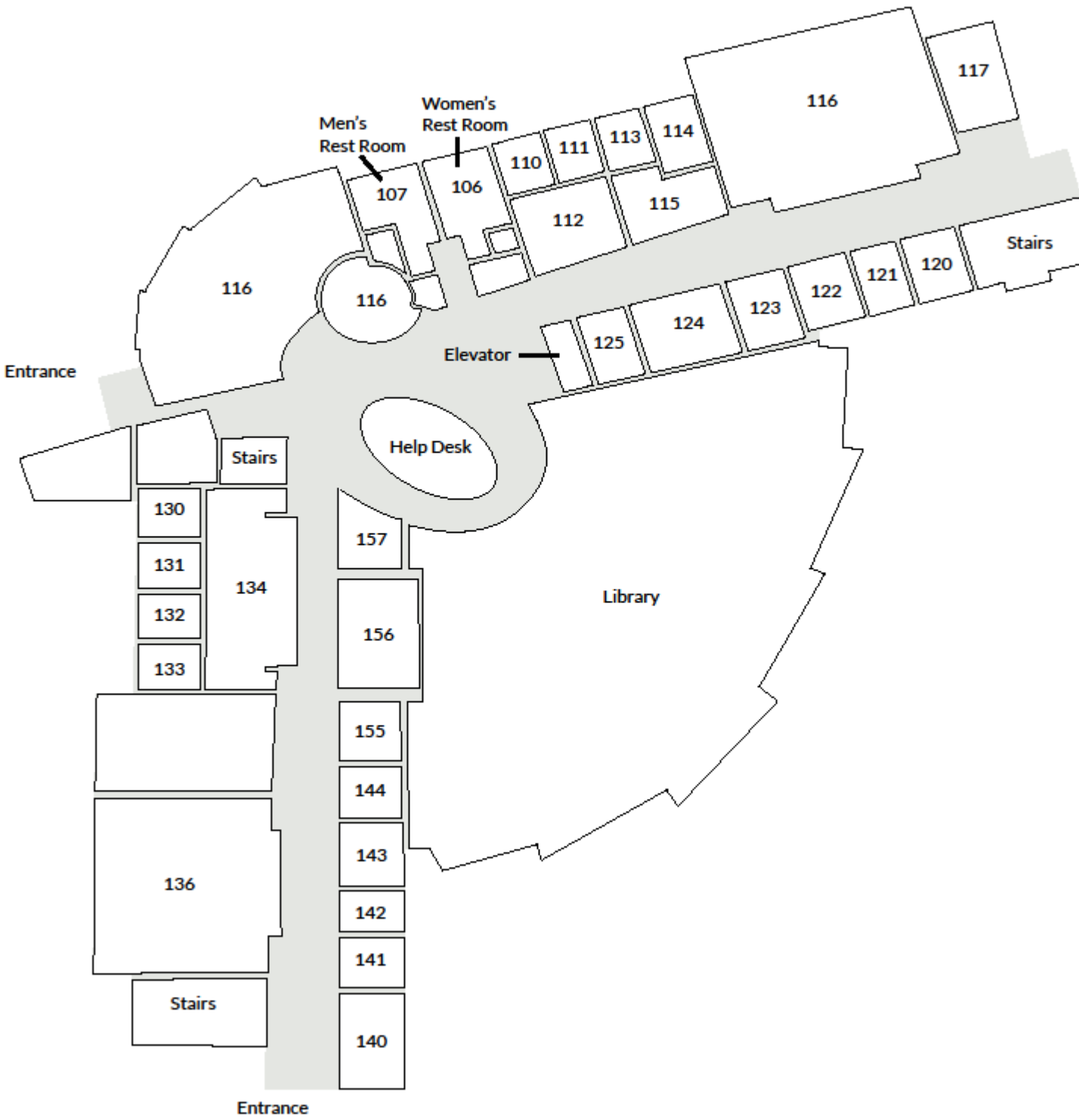
APPENDIX D (continued)

Administration Building 2<sup>nd</sup> Floor



APPENDIX D (continued)

**Alfond Academic Building 1st Floor**



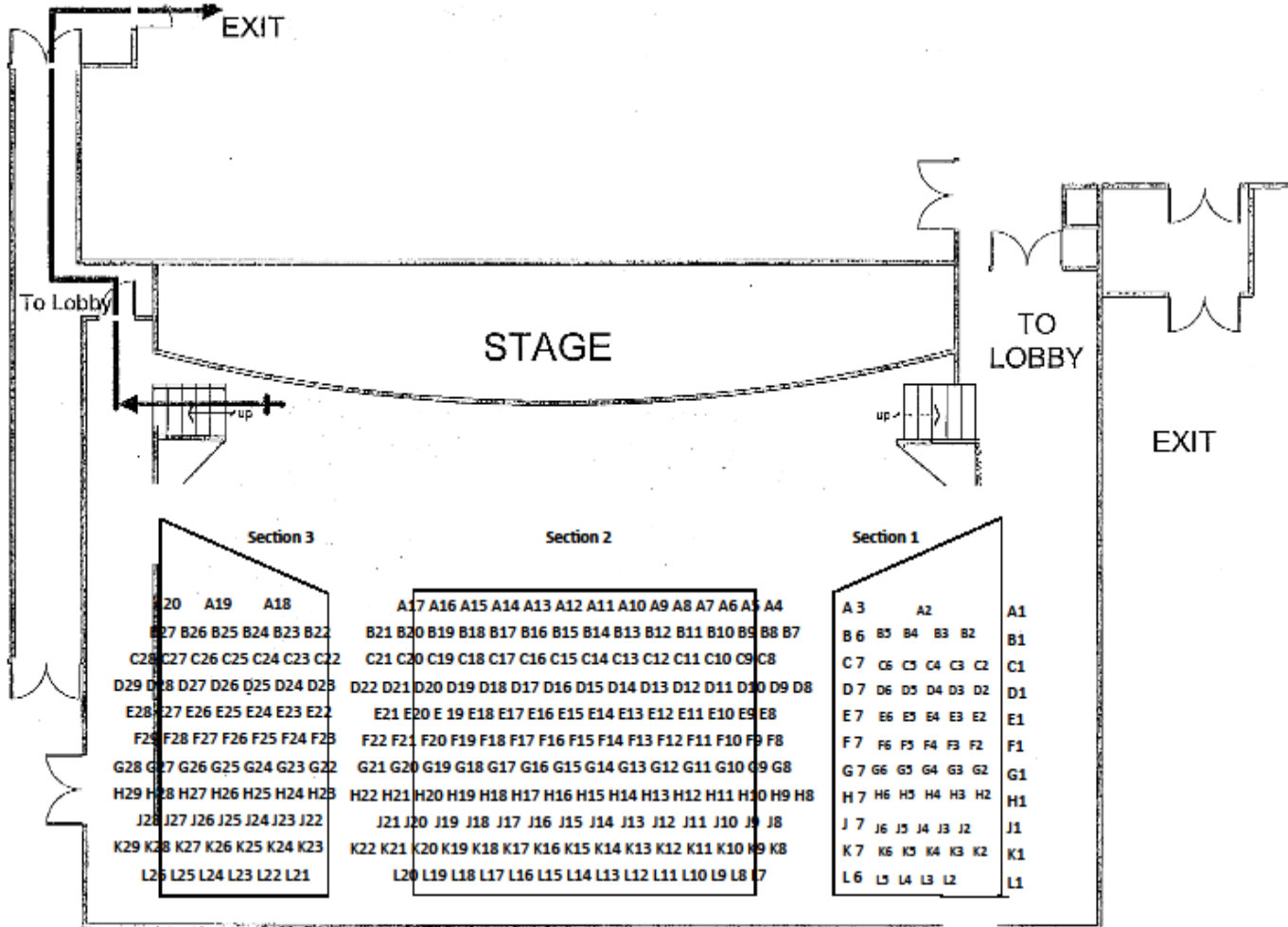
APPENDIX D (continued)

**Alfond Academic Building 2nd Floor**



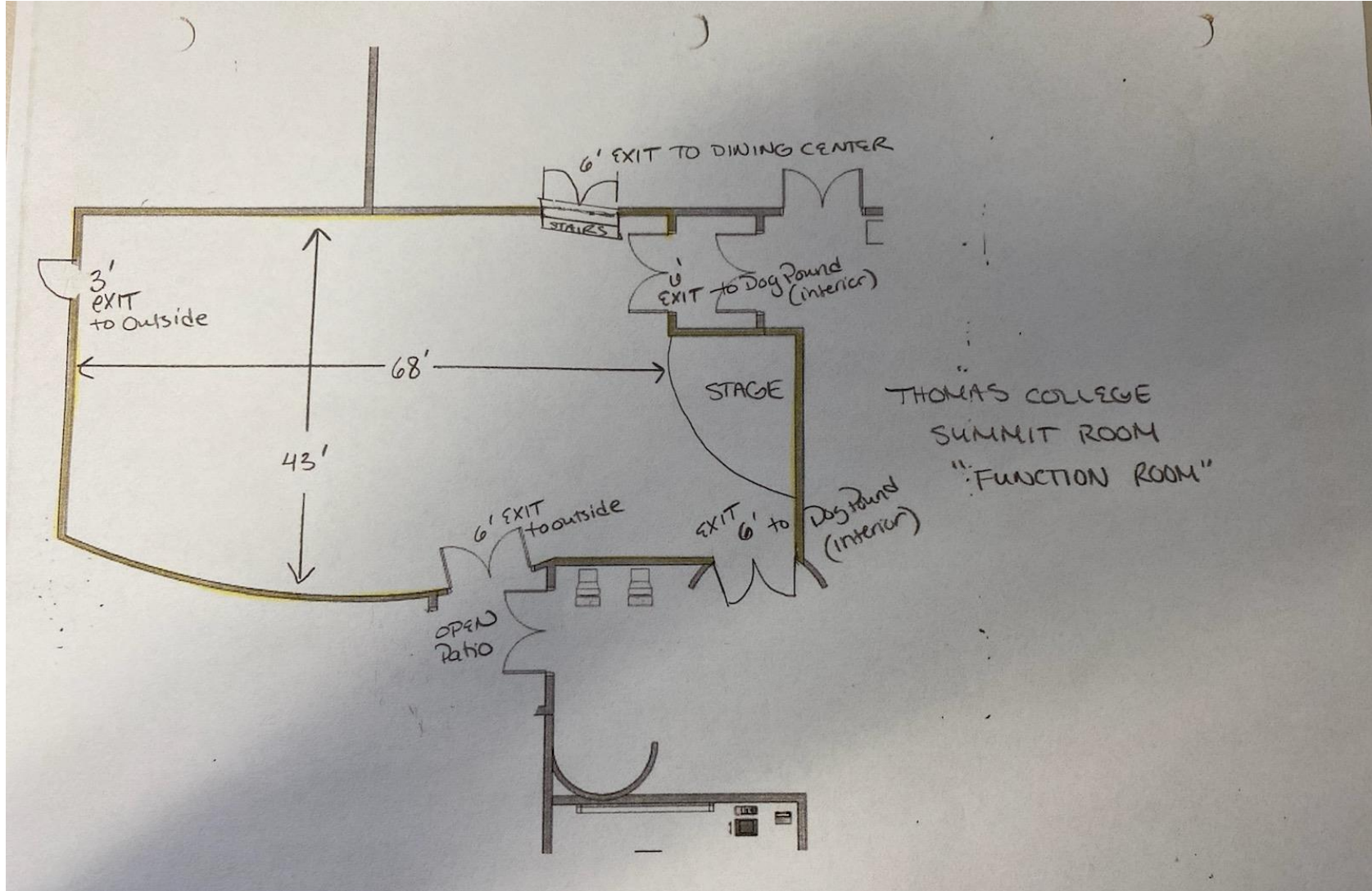
APPENDIX D (continued)

**Auditorium**



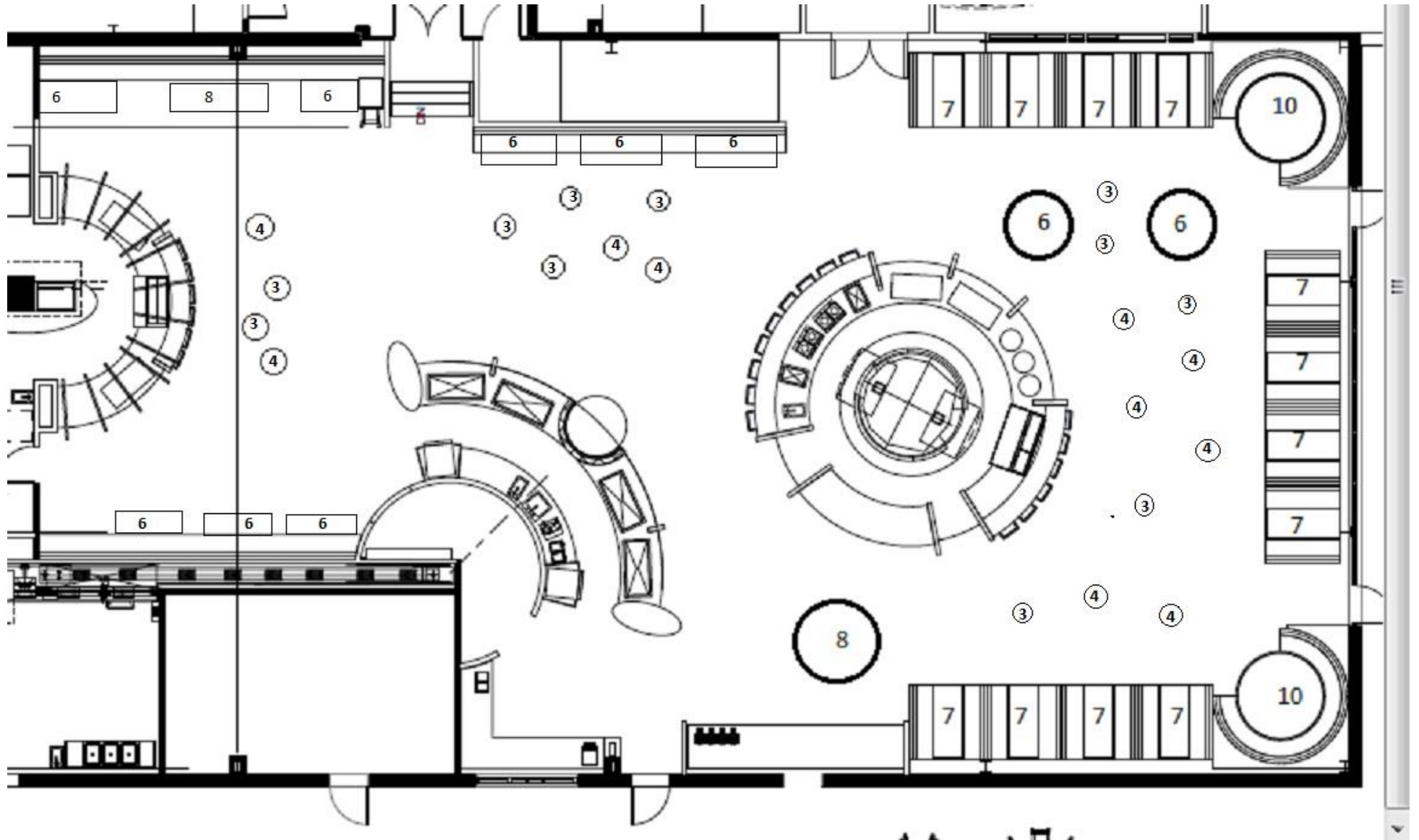
APPENDIX D (continued)

Summit Room



APPENDIX D (continued)

Dining Center



APPENDIX D (continued)

Campus Map



**BUILDINGS**

- 1 — Event & Conference Services
- 2 — Physical Plant
- 3 — Village Residence A
- 4 — Village Residence B
- 5 — Hinman Residence Hall
- 6 — Bartlett Residence Hall
- 7 — Alford Athletic Center
- 8 — Townhouse Residence A
- 9 — Townhouse Residence B
- 10 — Townhouse Residence C
- 11 — Spann Student Commons
  - Summit Room
  - School Store
  - DogPound
- 12 — Ayotte Auditorium
- 13 — Mahaney Gymnasium
- 14 — Ayotte Center (AD)
  - Admissions Office
- 15 — Alford Academic Center (AL)
  - Jeanie's Cafe
  - Library
- 16 — GPH Residence Halls
  - Health Center
- 17 — Sukeforth Family Sports Center

**FIELDS**

- 18 — Softball Field
- 19 — Bernatchez Field
- 20 — Smith Field
- 21 — Ryan Baseball Field
- 22 — Alumni Field

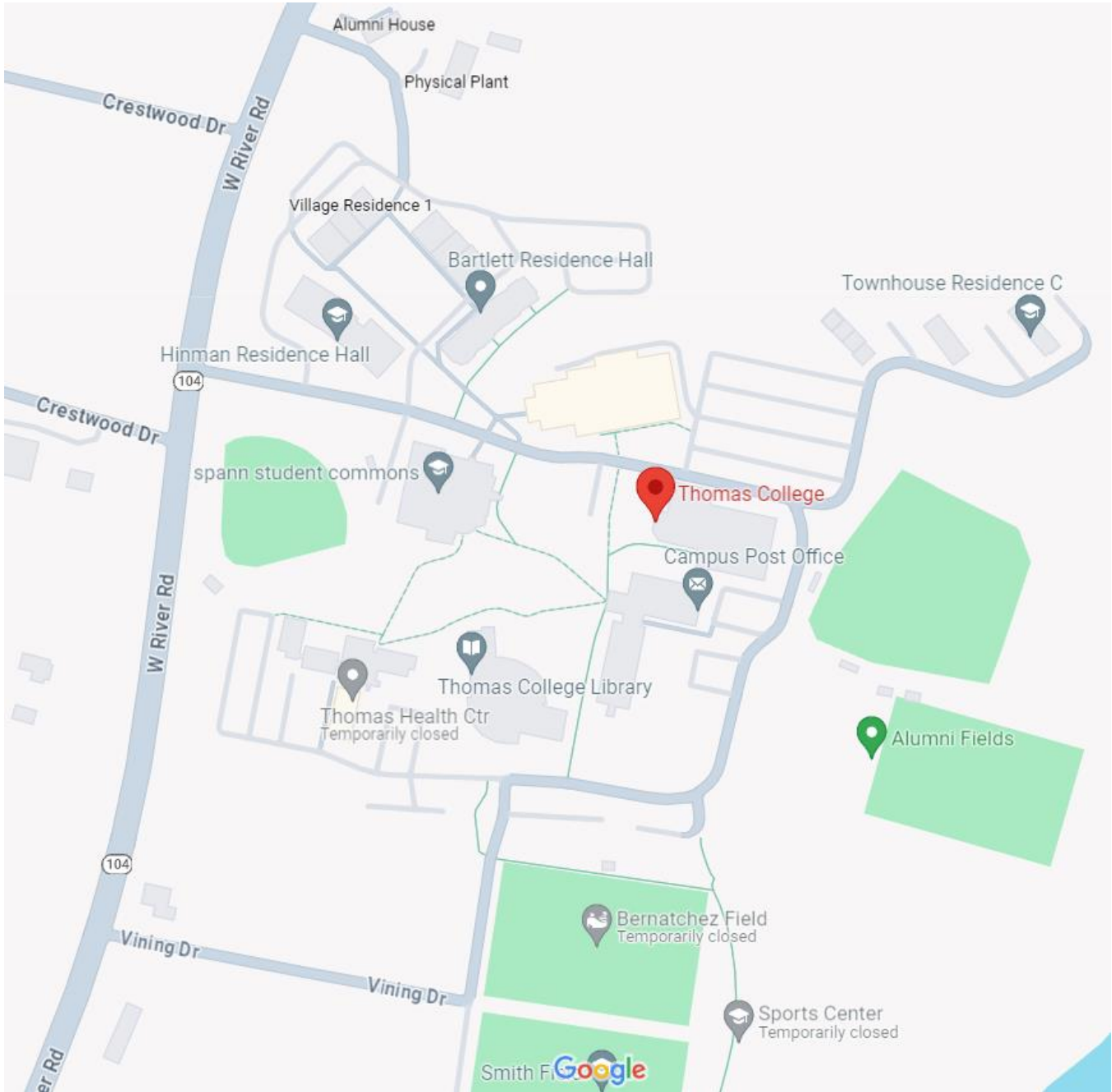
**PARKING**

- Visitor
- Residential
- General



APPENDIX D (continued)

Google Maps



Thomas College is located at 180 West River Road in Waterville, Maine. From Interstate 95 exit 127 (formerly 33), go east on Kennedy Memorial Drive (Route 137). In approximately 1.5 miles, turn right onto West River Road (Route 104 South). Thomas College is 1.5 miles on the left.



APPENDIX D (continued)

**Sample Menus**

**Continental Breakfast**

Seasonal Fresh Fruit  
Assorted Muffins  
Mini Scones  
Coffee and Tea  
Butter and Jellies

\$11.95 Per Person

**Breakfast Buffet**

Seasonal Fresh Fruit  
Choice of Egg Dish  
Potatoes  
Sausage  
Bacon  
Assorted Muffins  
Assorted Danish  
Coffee and Tea  
Butter and Jellies

\$20.50 per person

**Deli Buffet**

Assorted Cold Cuts  
Assorted Cheeses  
Side Salad  
Chips  
Assorted Cookies  
Assorted Soft Drinks  
Condiments

\$19.25

APPENDIX D (continued)

**Cancellation Policy**

This event reservation will be considered guaranteed upon the signing and dating of this Event Contract by both parties. Upon execution of this contract, the College will protect your reserved rooms and function space to the exclusion of all other business opportunities.

Any cancellation of an event must be made directly to Thomas College's Event and Conference Services department via email ([campusevents@thomas.edu](mailto:campusevents@thomas.edu)).

Cancellations made 30 days or more in advance of the event date will owe nothing. Cancellations made within 6-15 days will be billed 20% of total estimated charges. Cancellations made within 5 business day to the event will be billed 100% for catering costs and 30% of total estimated charges. In the event the State of Maine must cancel a scheduled event due to unsafe travel/weather conditions, the State of Maine will provide at least 3 business days' notice to Thomas College. Both parties will work together to agree on the next mutually agreeable date to reschedule the event. As long both parties agree on a date to reschedule the event, no charges will be billed to the State of Maine for a weather related cancellation.

Without prejudice to or limitation of its rights otherwise under law, Thomas College may terminate this agreement, without penalty, for breach by the Client of any of the terms contained herein, or if the College closes to the public because of reasonable concern due to weather emergencies, power outages, water outages, civil unrest, terrorism, or any other occurrence which may threaten the safety of persons on campus, the College shall not be responsible for any costs to the Client resulting from a cancellation of postponement. The College will not charge for its contracted facilities and services that are not used.

Either party may terminate or suspend its obligations if such obligations are delayed, prevented, or rendered impractical as a result of fire, flood, casualty, acts of God, war, terrorism, severe natural disasters, or any other cause beyond the reasonable control of the parties whose event is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations.

Final meeting room selection must be made 3 months to the start of the program, at which point unused meeting rooms will be released. In the event final meeting room selections have not or cannot be made by this date or Client chooses to maintain rooms, Client will be responsible for the facility rental fee of all unreleased rooms. The College will make every effort, but cannot guarantee additional space, not reserved in the original request, can be provided after the final room selections has been made.

APPENDIX D (continued)

**Reservation Plan**

Reservation can be made:

1. By calling the Event & Conference Services office at 207-859-1211.
2. Via the web <https://www.thomas.edu/events-and-conference-services/>
3. Via email [campusevents@thomas.edu](mailto:campusevents@thomas.edu)

Once the details for the meeting/event have been collected, a proposal will be drafted and sent to the event contact.

**STATE OF MAINE | SERVICE CONTRACT****RIDER E: Cost Schedule****Event & Conference Services  
Pricing****Meeting Rooms**

<b>Room</b>	<b>First Four Hours</b>	<b>Full Day - Up to 8 hours</b>
Summit	\$225.00	\$400.00
Boardroom (2)	\$150.00	\$325.00
Auditorium	\$400.00	\$600.00
Classrooms (15+)	\$125.00	\$275.00
Computer Labs/Finance Center	\$400.00	\$600.00
Gymnasium	\$75.00 per hour	\$390.00
Field House Courts	\$210.00 per hour	\$1,500.00
AU-103 & AU-104	\$250.00	\$550.00

**STATE OF MAINE | SERVICE CONTRACT**

**Equipment Rentals**

Thomas College does not individually charge for each piece of equipment rented. We will bill you a technology fee which will cover all equipment associated with your event and use of Wi-Fi. Any equipment that Thomas College does not have will be billed to client at the rental rate.

Daily Fee
Day 1 - \$75.00
Day 2 - \$100.00
Day 3 - \$200.00
Day 4 - \$300.00
Day 5 - \$400.00
Day 6 - \$500.00

**STATE OF MAINE | SERVICE CONTRACT****Lodging**

Thomas College has many different options available for overnight accommodations. Grant, Parks and Heath, known as “GPH,” are three separate residence halls that meet in the middle. Their shared common area is a meeting place for all guests staying there.

In 1972, a student village with townhouse-style accommodations opened. This residence hall features primarily double rooms with private bathrooms, and shared laundry facilities in each area. Guests staying in the Village Residences also have 24-hour access to Bartlett Hall.

Bartlett Hall featuring suite-style living opened in 2003. The suites sleep 5 – 7 people and have four to five double or single rooms, with two full baths per suite. Each air-conditioned suite has a central living area, and each floor has a lounge with a kitchenette, computers, a TV, and couches. Bartlett Hall also has laundry facilities and a full kitchen.

In 2008, Thomas brought in Townhouses. The two-story homes offer private entrances to suite-style living areas made up of double and single rooms. Each unit offers an 8-person suite with 6 singles and 1 double. Every suite shares a common lounge area, and Townhouse residents have additional common areas. The Townhouse Residences have a full kitchen, laundry, and computer study lab.

Hinman Hall is our newest residence hall opened in August 2014. Hinman’s residents live in “pods,” or wings with 27 students – 12 doubles and 3 singles - each. The rooms are a mix of single and double rooms, with shared bathrooms and common lounge areas. All rooms are air conditioned.

<b>Facility</b>	<b>Air Conditioned</b>	<b>Overnight Cost Per Person</b>
Grant	No	\$25.00
Parks	No	\$25.00
Heath	No	\$25.00
Village	No	\$30.00
Townhouses	No	\$30.00
Bartlett	Yes	\$40.00
Hinman	Yes	\$40.00

**STATE OF MAINE | SERVICE CONTRACT****MEALS**

In addition to catering meals in individual locations, we offer the Thomas' Dining Center. Located in the Spann Commons, the central hub of campus, it is very inviting—with many seating options including bars, tables, and booths.

**Pricing for One Day Catered Events during the Academic Year**

<b>Option</b>	<b>Note</b>
Continental Breakfast	Seasonal fresh fruit with a choice of 2 breakfast breads. Includes condiments, coffee, and tea service.
Breakfast Buffet	Start with seasonal fresh fruit, then customize your buffet with your choice of 2 breakfast breads, 1 breakfast side, 2 breakfast meats and 1 egg dish. Includes coffee, hot tea and condiments.
Lunch Buffet	Through Dining Center
Deli Buffet	A selection of signature ingredients and platters offered in a build your own style. Includes cold cuts, assorted cheeses, and condiments, complimented by a side salad, chips, and dessert. Includes your choice of cold beverages.
Build Your Own Buffet	Features your choice of two entrées, fresh salad, side dishes, dessert, and beverages. Includes dinner rolls. Add an additional entrée for an additional cost per guest.

**Note:** Thomas College Catering has many other options available and we can meet all your catering needs. Additional pricing available upon request.

**STATE OF MAINE | SERVICE CONTRACT**

**Pricing Two Days or More  
All Meals Served in the Dining Center**

Min # of Guests	Per Diem Cost for Breakfast, Lunch, and Dinner
50	\$59.00

**Additional Fees  
All Meals Served in the Dining Center**

Item	Cost	Note
Luxury Disposable Bed Linens	\$20.00	Fitted Sheet, Flat Sheet, Pillowcase
Luxury Disposable Bath Towels	\$8.00	2 bath towels, 1 hand towel, 2 wash clothes
Round Table Linen	\$20.00	
Banquet Table Linen	\$25.50	
Linen Napkin	\$2.50	20" x 20"
6' Round Table	\$20.00	The Summit Room and the Classrooms are the only spaces equipped with tables and chairs. These prices are for spaces where furniture needs to be rented.
5' Round Table	\$15.00	
8' Banquet Table	\$14.00	
6' Banquet Table	\$13.00	
Chairs	\$2.00	
Bar Fee	\$100.00	Per Bartender
Bar Permit Fee	\$75.00	For a bar outside the Spann Commons



**STATE OF MAINE | SERVICE CONTRACT**

Waitstaff	\$30.00	Per Person Per Hour
Maintenance Fee	\$25.00	Per Hour - Fee is estimated based on client needs and there is a two-hour minimum charge to cover associated set up, break down, and cleaning costs.

STATE OF MAINE | SERVICE CONTRACT

**RIDER G: 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:

- d. 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.
- e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - vii. 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
  - viii. 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.
- f. 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 Thomas Warren	Title: Chief Operating Officer

**STATE OF MAINE | SERVICE CONTRACT**

<p><small>DocuSigned by:</small> <b>Authorized Signature:</b> <i>Thomas Warren</i> <small>AB5712FA4C3C49C...</small></p>	<p><b>Date:</b> 5/29/2024</p>
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**STATE OF MAINE | SERVICE CONTRACT**

**RIDER H – 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: 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.