



**GARDINER CITY COUNCIL  
AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	09/09/2020	<b>Department</b>	Planning/Economic Dev
<b>Agenda Item</b>	4.b Accept Grant from Coastal Communities for Downtown Master Plan		
<b>Est. Cost</b>	n/a		

**Background Information**

The City of Gardiner was successful in its submission of a 2020 Coastal Communities Grant in the amount of \$33,750.00 from the Maine Department of Agriculture, Conservation and Forestry. There is a local match in the amount of \$11,250, which will be in-kind services from the Economic Development/Planning Department as well as Gardiner Main Street.

Project Name: City of Gardiner Downtown Master Plan  
 Timeline: September 2020 - August 2021

The funds will be used to hire a consulting firm to work with the steering committee, local organizations, local businesses, residents and staff on a Downtown Master Plan. Upon the completion of the Master Plan, staff will present the document for Council Adoption.

The last Downtown Master Plan was adopted in 1999.

<b>Requested Action</b>	'I move to accept the Coastal Communities Grant in the amount of \$33,750, to work on the completion of a new Downtown Master Plan.'
<b>City Manager and/or Finance Review</b>	The City Manager recommends the above action.
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

<b>City Clerk Use Only</b>	1 <sup>st</sup> Reading _____	Advertised _____	<b>EFFECTIVE DATE</b> _____
	2 <sup>nd</sup> Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____



SERVICE CONTRACT

DATE: 8/14/2020

ADVANTAGE CONTRACT #: 01A CT#20200512\*3200

DEPARTMENT AGREEMENT #: N/A

CONTRACT AMOUNT: \$ 33,750.00

START DATE: 9/15/2020 END DATE: 12/31/2021

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

State of Maine DEPARTMENT OR AGRICULTURE, CONSERVATION AND FORESTRY

DEPARTMENT: Department of Agriculture, Conservation and Forestry

Address: 22 SHS (Harlow Building – 18 Elkins Lane)

City: Augusta State: ME Zip Code: 04333

PROVIDER

PROVIDER: City of Gardiner

Address: 6 Church Street

City: Gardiner State: ME Zip Code: 04345

Provider's Vendor Customer #: VC 1000031833

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 Agriculture, Conservation and Forestry

City of Gardiner, Maine

DocuSigned by:

Amanda E. Beal

8/21/2020

Christine M Landes 8/17/2020

Signature Amanda E. Beal, Commissioner Date

Signature Christine Landes, City Manager Date

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

**STATE OF MAINE | SERVICE CONTRACT**

**DEPARTMENT AND PROVIDER POINT OF CONTACTS**

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

Name: **Tom Miragliuolo, Senior Planner – Municipal Planning Assistance Program**  
Email: **tom.miragliuolo@maine.gov**  
Address: **Maine DACF 22 SHSS (Harlow Building 18 Elkins Room 417**  
City: **Augusta** State: **ME** Zip Code: **04333**  
Telephone: **207-287-3860**

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

Name: **N/A**  
Email:  
Address:  
City: State: Zip Code:  
Telephone:

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

Name: **Tracey Desjardins**  
Email: **tdesjardins@gardinermaine.com**  
Address: **6 Church Street**  
City: **Gardiner** State: **ME** Zip Code: **04345**  
Telephone: **207-582-4200**

**STATE OF MAINE | SERVICE CONTRACT**

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C – Exceptions - NONE
<input checked="" type="checkbox"/>	Rider D – Certification Regarding Audit Requirements
<input checked="" type="checkbox"/>	Rider E – Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	Rider F – NOAA Requirements
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department's Discretion
<input type="checkbox"/>	Other – NONE

**STATE OF MAINE | SERVICE CONTRACT**

**FUNDING RIDER**

**Internal Purposes Only**

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

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 25,320	013	01A	Q306	61	6401	FY21CZM			21

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$8,430	013	01A	Q306	61	6401	FY21CZM			22

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$

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

State General Fund	\$	N/A
Dedicated/Special Revenue	\$	N/A
Federal Funds	\$	33,750

Gardiner FY21 Coastal Community Grant  
 City of Gardiner Downtown Master Plan

**STATE OF MAINE | SERVICE CONTRACT**

**RIDER A**

**SCOPE OF WORK SCOPE FOR CITY OF GARDINER FY21 Coastal Community Grant:  
City of Gardiner Downtown Master Plan**

TABLE OF CONTENTS

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

I. ACRONYMS/DEFINITIONS:

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

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
BAA	Business Associate Agreement (Not applicable to this grant agreement)
Contract	Formal and legal binding agreement
Department	State of Maine Department of Agriculture, Conservation and Forestry
Provider	Organization receiving a Coastal Community Grant
State	State of Maine
MPAP	Municipal Planning Assistance Program at the Department of Agriculture, Conservation and Forestry
MCP	Maine Coastal Program at the Department of Marine Resources
NOAA	National Oceanographic and Atmospheric Administration

II. INTRODUCTION/OVERVIEW:

A Coastal Communities Grant is being awarded to The City of Gardiner, Maine to partially fund the development of a downtown master plan in response to the Maine Coastal Program FY21 Program Statement for Grants for Municipal and Regional Projects in Maine’s Coastal Zone. This grant award is contingent on project completion by June 30, 2021, on a local match as described below, and on the commitment of staff resources from project partners as presented in the project proposal.

**Project Name :** City of Gardiner Downtown Master Plan

**Grantee’s Project Manager :** Tracey Desjardins, Economic Development Director/Planner, City of Gardiner

**Timeframe:** September 2020 to December 2021

**Grant Amount:** \$33,750

**STATE OF MAINE | SERVICE CONTRACT**

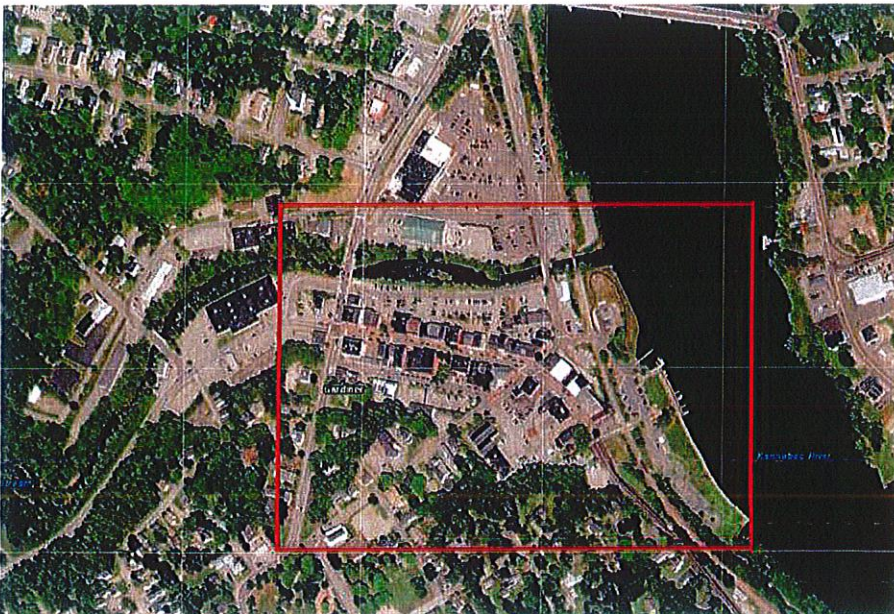
**Local Match:** \$11,250: \$9,299 from City personnel and partners; \$1,951 from contractual services.

**Project Partners:** Gardiner Main Street

**Project Description:**

The purpose of this project is to perform a master plan for the City of Gardiner's historic downtown. This master plan will incorporate, and improve upon, past planning efforts and utilize elements of sustainable development to effectively solidify and further promote Gardiner as a place of economic, recreational, social, and natural resource growth.

Project Area Map:



Scope of Work to be performed under this grant including deliverables, project schedule, and project budget by task are described in Section III. Responsibilities of the Grantee's Project Manager are presented in Section IV Performance Measures.

Additional Background:

The City of Gardiner Downtown Master Plan is a comprehensive downtown master plan that will synthesize and modernize prior planning documents into a cohesive, implementable plan for Gardiner's urban core. The plan will lean heavily on sustainable practices and policies (low impact development, urban infill, multi-modal transportation planning, place-based and natural resource based economic development, etc.) to reinforce the City's connection to nature. The City of Gardiner will oversee the process and utilize the guidance of an experienced consultant.

**Grant Agreement:** The Scope of Work to be performed for this contract including deliverables and project schedule are described in Section III. The Project Budget by Task and Payment provisions are presented in Section VI. Responsibilities of the Grantee's Project Manager are presented in Section IV Performance Measures.

**STATE OF MAINE | SERVICE CONTRACT**

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below.

**Project Tasks**

The following provides a description of tasks for the project with an explanation of what the project will do, who will do it, and how it will be implemented.

**Table 1. Project Schedule by Task**

Task	2020				2021							
	S	O	N	D	J	F	M	A	M	J	J	A
<b>Task 1: Prepare RFP</b>	■											
<b>Task 2: Form Steering Committee</b>	■											
<b>Task 3: Consultant Selection and Contract</b>	■	■										
<b>Task 4: Kickoff Meeting</b>	■	■										
<b>Task 5: Steering Committee Meetings (monthly)</b>		■	■	■	■	■	■	■	■	■	■	■
<b>Task 6: Public Outreach: Survey</b>			■	■	■	■						
<b>Task 7: Public Outreach: Vision Session</b>						■						
<b>Task 8: Public Outreach: Draft Plan Presentation</b>											■	
<b>Task 9: Create Plan and Present to City Council</b>												■
Project wrap-up and reporting					■					■	■	■

- Task 1 - To be completed by September 30, 2020
- Task 2 - To be completed by September 30, 2020
- Task 3 - To be completed by October 31, 2020
- Task 4 - To be completed by October 31, 2020
- Task 5 - To be completed by August 31, 2021
- Task 6 - To be completed by February 28, 2021
- Task 7 - To be completed by March 31, 2021
- Task 8 - To be completed by July 31, 2021
- Task 9 - To be completed by August 31, 2021

<b>Task 1: Prepare RFP</b>	
The City of Gardiner will produce a Request for Proposals (RFP) to be sent to consulting firms. The RFP will describe the goals of the project and general requirements that need to be met. Each proposal will contain the firms' qualifications and specific approach to the project.	
<b>Deliverable(s):</b>	
- RFP finalized and distributed to consulting firms. Copy of RFP provided to the Department	
<b>Responsible Party:</b> Tracey Desjardins	
<b>Start Date for Task:</b> 9/15/2020	<b>End Date for Task:</b> 9/30/2020



## STATE OF MAINE | SERVICE CONTRACT

<b>Task 2: Form Steering Committee</b>	
The City of Gardiner will form a steering committee to aid in the plan's development. The City will strive for diverse representation from local organizations, local businesses, Gardiner residents, and city staff.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Full Committee in place.</li> <li>- Member names and organization (if any) provided to the Department on request.</li> </ul>	
<b>Responsible Party:</b> Tracey Desjardins with support from City Manager and/or City Council	
<b>Start Date for Task:</b> 9/15/2020	<b>End Date for Task:</b> 9/30/2020

<b>Task 3: Consultant Selection and Contract</b>	
Review of the proposals and selection of a consultant will be done according to the City's procurement requirements and will be based on consideration of several factors. Once a consultant is selected a signed contract will be executed.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Consultant selected. Name and contact information of selected consultant provided to the Department</li> <li>- City and consultant enter into contractual arrangement. If requested, copy of the signed contract provided to the Department.</li> </ul>	
<b>Responsible Party:</b> Tracey Desjardins with support from Steering Committee	
<b>Start Date for Task:</b> 9/15/2020	<b>End Date for Task:</b> 10/31/2020

<b>Task 4: Kickoff Meeting</b>	
The City of Gardiner will host a public kickoff meeting to generate early excitement for the project. General/broad public input will be collected at this time. Meetings open to the public. Consultant, city staff, and majority of steering committee must attend.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Timeframe for the project to be explained to attendees or developed at this meeting.</li> <li>- Goals for the end project discussed including influencers such as prior downtown plan, comprehensive plan, Gardiner Comprehensive Transportation Improvement Project, KVCOG's storm water and low impact development recommendations, etc.</li> <li>- Discuss existing conditions, identify needs, analyze alternatives, and set the project's path forward.</li> <li>- Agenda and attendance sheet provided to Department on request.</li> </ul>	
<b>Responsible Party:</b> Tracey Desjardins with support from Steering Committee and consultant.	
<b>Start Date for Task:</b> 9/15/2020	<b>End Date for Task:</b> 10/31/2020

<b>Task 5: Steering Committee Meetings (monthly)</b>	
The steering committee will meet monthly, with the meetings facilitated by city staff. The steering committee will review plan materials, make recommendations, and provide a diverse	

## STATE OF MAINE | SERVICE CONTRACT

knowledge and experience base. The steering committee will aid both city staff and the consultant when applicable.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Input gathered from public, steering committee, partners, and city staff to craft draft downtown plan.</li> <li>- Agendas and attendance sheets provided to Department on request.</li> </ul>	
<b>Responsible Party:</b> Tracey Desjardins with support from consultant.	
<b>Start Date for Task:</b> 10/1/2020	<b>End Date for Task:</b> 8/31/2021

<b>Task 6: Public Outreach: Survey</b>	
The City of Gardiner, the steering committee, and the consultant will generate a survey for the plan to establish a baseline evaluation of public opinion. The survey will be well advertised on social media, in print media, and on the City's website. The survey will be available both online and in paper form. A dedicated outlet for general input will also be created. The survey and general input collection will run for four months.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Broad public input solicitation for guidance on the vision of the downtown plan.</li> <li>- Summary of the survey result provided to Department on request. e.g. number of surveys received and important community concerns and vision for downtown.</li> </ul>	
<b>Responsible Party:</b> Tracey Desjardins with support from consultant.	
<b>Start Date for Task:</b> 11/1/2020	<b>End Date for Task:</b> 2/28/2021

<b>Task 7: Public Outreach: Vision Session</b>	
After substantial progress has been made on the plan, the City of Gardiner, the steering committee, and the consultant will host a public visioning session to generate the town's vision for downtown Gardiner.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Continued broad public input on the vision for the downtown area identified in the proposal.</li> <li>- Representative of the City, steering committee, and consultant must attend. Meeting agenda and sign in sheet provided to Department on request.</li> </ul>	
<b>Responsible Party:</b> City of Gardiner, the steering committee, and the consultant	
<b>Start Date for Task:</b> 3/1/2021	<b>End Date for Task:</b> 3/31/2021

<b>Task 8: Public Outreach: Draft Plan Presentation</b>	

**STATE OF MAINE | SERVICE CONTRACT**

The City of Gardiner, the steering committee, and the consultant will solicit public feedback on the initial plan draft during a public meeting. The presented plan will be a near-final draft that clearly articulates a cohesive vision for the urban core.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Broad public feedback on the near-final draft on the downtown plan</li> <li>- Representative of the City, steering committee, and consultant must attend. Meeting agenda, sign in sheet, and draft downtown plan provided to the Department.</li> </ul>	
<b>Responsible Party:</b> City of Gardiner, the steering committee, and the consultant	
<b>Start Date for Task:</b> 7/1/2021	<b>End Date for Task:</b> 7/31/2021

<b>Task 9: Create Plan and Present to City Council</b>	
The consultant will ultimately generate a downtown master plan for the City of Gardiner. In order to successfully complete the final plan, the consultant's attendance will be expected at all meetings and public outreach events and their coordination with the steering committee and city staff must be prompt. Further milestones will be agreed upon, such as the timeline for a first draft. Once the plan is finalized, the consultant will present the plan to the City Council.	
<b>Deliverable(s):</b>	
<ul style="list-style-type: none"> <li>- Final Downtown Plan finalized.</li> <li>- Timeline for adoption finalized.</li> <li>- Final electronic downtown plan and update on adoption progress/status provided to the Department.</li> </ul>	
<b>Responsible Party:</b> Consultant	
<b>Start Date for Task:</b> 8/1/2021	<b>End Date for Task:</b> 8/31/2021

**IV. PERFORMANCE MEASURES:**

This contract's success will be measured by whether the Scope of Work (described above under Section III Deliverables) has been accomplished to the satisfaction of the Department.

The Grantee's Project Manager will effectively manage the project to ensure the completion of all deliverables according to the project schedule in the Scope of Work. This will include entering into clear and enforceable agreements with all subcontractors to ensure the receipt of all deliverables.

The Grantee's Project Manager will ensure that written materials are presented in a format and utilizing terms easily understandable by a non-scientific/non-engineering audience. The Grantee's Project Manager will ensure that an overview of public participation process is provided in the Final Report.

The Grantee's Project Manager will notify the Department as soon as possible if unforeseen issues will cause delays in meeting the project schedule.

**STATE OF MAINE | SERVICE CONTRACT**

The Grantee's Project Manager will ensure that funding Acknowledgement included in any reports, studies, presentations or other documents developed through this project. During the course of this project, the Grantee, its project partners and its consultants will endeavor to acknowledge the Maine Coastal Program's funding support from the National Oceanographic and Atmospheric Administration for this project. See Rider E NOAA Requirements for language to be included in reports, studies, presentations or other documents developed through this project.

During the course of this project, the Grantee's Project Manager will ensure that all spatial data created through this project is easily accessible to the public. Refer to "Geospatial Reporting Requirements" in Rider F. A list of the spatial data created during this project and the process by which this data may be accessed (e.g., website, town office) will be included in the Final Report.

**V. REPORTS****A. Required Reports**

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

	Name of Report	Description or Appendix #:
1.	Progress Reports	See V.B.1 below
2.	Match Documentation	See V.B.2 below
3.	Case Study	See V.B.3 below

**Description of Six-Month Progress Reports and Match Documentation**

The Grantee's Project Manager will submit six-month progress reports with enough detail for a reader unfamiliar with the project to understand on the last day of the month for the following periods for August – December 2020, January to June 2021 and a final progress report for July to December 2021. Each report will include deliverables completed during the reporting period.

**Match documentation**

MPAP's Contract Administrator will provide the Grantee with the match documentation form to be utilized for this grant program.

**Case Study**

The Grantee's Project Manager will submit a brief case study including successes, challenges, and lessons learned and including one or more quotes from municipal officials about the project. See <https://www.maine.gov/dacf/municipalplanning/casestudies/ccg-case-studies.shtml>

The Grantee agrees to participate in, upon request, a brief interview with NOAA communications staff to help them publicize successful projects in national newsletters, internal reports and in messaging to members of Congress.

**STATE OF MAINE | SERVICE CONTRACT****B. Reporting Schedule for Above Listed Required Reports**

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

	Name of Report:	Period Captured by Report: ( <i>each year/quarter/month/week</i> )	Due Date and/or Frequency: ( <i># days after each year/quarter/month/week</i> )
	Progress Reports	#1: August to December 2020; #2: January to June 2021; #3: July to December 2021.	#1 due December 31, 2030; #2 due June 30, 2021; #3 due December 31, 2021.
	Match Documentation	Corresponds with performance period for amount invoiced	Submit with each payment requisition submitted to the Department.
	Case Study	N/A	Submit with Request for Final Payment

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

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

**VI. Project Budget and Payment Provisions**

MPAP's Contract Administrator will provide the Grantee with a Payment Requisition Form and match documentation form to be utilized for this grant program. Payment Requisitions must be accompanied by invoice(s), brief progress report, match documentation and deliverables/work products completed during the period covered by the invoice. Invoices will be paid based on the Project Budget presented below, broken down to show the amount being invoiced by task and percentage completed by task.

Payment Requisitions may be submitted every two to four months.

The sum of \$8,437.50 (25% of grant amount) will be held as retainage, payable upon receipt of all deliverables and match satisfactorily documented as described in the Scope of Work.

STATE OF MAINE | SERVICE CONTRACT

PROJECT BUDGET: FY2021 Coastal Community Grant - City of Gardiner Downtown Master Plan							
						Proposed Source of Funding	
Project Task (break down by task)	Personnel	"Column C"	# Project Hours by Task	Hourly compensation rate	Total Cost by Task	MCP Grant	Non-Federal Match
<b>Project Team Personnel Costs by Task</b> <i>(Note Affiliation: Applicant, Partner Organization, Consultant in column C)</i>							
Task 1: Prepare RFP	Tracey Desjardins/City Staff	Applicant	6	\$ 51	\$305	\$0	\$305
Task 2: Form Steering Committee	Tracey Desjardins/City Staff	Applicant	10	\$ 89	\$890	\$0	\$890
Task 3: Consultant Selection	City Council/Tracey Desjardins/City Staff	Applicant	10	\$ 89	\$890	\$0	\$890
Task 4: Kickoff Meeting	Tracey Desjardins/Steering Committee	Applicant	10	\$ 51	\$510	\$0	\$510
Task 5: Steering Committee Meeting (monthly)	Tracey Desjardins/Steering Committee	Applicant	96	\$ 51	\$4,896	\$0	\$4,896
Task 6: Public Outreach (survey)	Tracey Desjardins/Steering Committee	Applicant	10	\$ 51	\$510	\$0	\$510
Task 7: Public Outreach (vision session)	Tracey Desjardins/Steering Committee	Applicant	15	\$ 51	\$765	\$0	\$765
Task 8: Public Outreach (draft plan presentation)	Tracey Desjardins/Steering Committee	Applicant	6	\$ 89	\$534	\$0	\$534
Total Salaries:					\$9,299	\$0	\$9,299
<b>Supplies</b> <i>(list assumptions in Column C)</i>							
Tasks 4 and 5: Meetings		Office Supplies / Refreshments			\$1,200		\$1,200
Task 6: Public Outreach (survey)		Office Supplies / Printing			\$251		\$251
Tasks 7 and 8: Public Outreach (vision session/draft plan presentation)		Office Supplies / Refreshments			\$500		\$500
Total Supplies:					\$1,951	\$0	\$1,951
<b>Other Contractual Services</b> <i>(list in Column C)</i>							
Task 9: Create Plan and Presentation		Consultant			\$33,750	\$33,750	
Total Contractual Services:					\$33,750	\$33,750	\$0
GRAND TOTAL:					\$45,000	\$33,750	\$11,250

STATE OF MAINE | SERVICE CONTRACT

**RIDER B**  
**TERMS AND CONDITIONS**

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

**STATE OF MAINE | SERVICE CONTRACT**

- 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 employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
  10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a



**STATE OF MAINE | SERVICE CONTRACT**

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 pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**STATE OF MAINE | SERVICE CONTRACT**

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

## STATE OF MAINE | SERVICE CONTRACT

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;
    - 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 There are no exceptions.

STATE OF MAINE | SERVICE CONTRACT

RIDER D

Certification Regarding Compliance with Federal Audit Requirements

CFDA Name: NOAA Coastal Zone Management Award to the Maine Coastal Program CFDA Number: 11.419

This Certification is required by the Regulations below. BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE AUDIT REQUIREMENTS PRESENTED HEREIN.

Title 2. Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

§200.501 Audit requirements.

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an addressee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the addressee, the addressee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an addressee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An addressee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the addressee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the addressee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

Please check one:

- The Provider certifies to the best of its knowledge and belief that it is not currently receiving \$750,000 annually which would trigger the audit requirements of the regulations above.
 The Provider is currently receiving more than \$750,000 annually which triggers the audit requirements above and will comply with the audit requirements in the regulations above.

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes related to the requirements of this certification during the term of this Agreement

Christine Landes, City Manger, City of Gardiner

Name and Title and "Provider" name Authorized Representative

Handwritten signature: Christine M Landes, CITYMANAGER

Signature of Authorized Representative

STATE OF MAINE | SERVICE CONTRACT

RIDER E

**Certification Regarding Debarment, Suspension and Other Responsibility**

---

Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary covered Transactions

---

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS on the page which follows WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant/ "Provider" certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Christine Landes, City Manager, City of Gardiner

Name and Title and "Provider" name of Authorized Representative

Christine M Landes, CITYMANAGER

Signature of Authorized Representative

**STATE OF MAINE | SERVICE CONTRACT**

**Instructions for Rider E: Certification Regarding Debarment, Suspension and Other Responsibility**

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Maine Coastal Program's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Maine Coastal Program determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Maine Coastal Program may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Maine Coastal Program if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Maine Coastal Program for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Maine Coastal Program.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" provided by the Maine Coastal Program, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Maine Coastal Program may terminate this transaction for cause or default.

STATE OF MAINE | SERVICE CONTRACT

**RIDER F**  
**NOAA Requirements for NOAA CZM NA20NOS4190064**

The Grantee agrees to comply with the Department of Commerce Financial Assistance Standard Terms and Conditions referenced herein as part of Rider F of this Agreement which can be downloaded as follows:  
[http://www.osec.doc.gov/oam/grants\\_management/policy/documents/Department%20of%20Commerce%20Stand%20Terms%20&%20Conditions%2031%20March%202017.pdf](http://www.osec.doc.gov/oam/grants_management/policy/documents/Department%20of%20Commerce%20Stand%20Terms%20&%20Conditions%2031%20March%202017.pdf)

This agreement includes federal funding CFDA # 11.419 Coastal Zone Management Administration Awards.

The Maine Coastal Program calls your attention to the following NOAA requirements:

**PUBLICATIONS AND ACKNOWLEDGEMENT OF SPONSORSHIP**

The cover of the title page of all reports, studies, presentations or other documents supported in whole or in part by this award or any sub-award shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.

The Grantee is responsible for assuring that all work products developed and distributed in draft or final form including utilizing NOAA funding include the following funding acknowledgement and Maine Coastal Program and NOAA logos:

This [report/video/presentation/internet site] was prepared for Grantee Name by XXX under award CZM NA20NOS4190064 to the Maine Coastal Program from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce.

The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the National Oceanic and Atmospheric Administration or the Department of Commerce.

The Grantee will endeavor to ensure that meeting agendas and PowerPoint presentations include an abbreviated funding acknowledgement and Maine Coastal Program and NOAA logos.



**GEOSPATIAL DATA**

For any CZM award that is providing federal funds for collection or production of geospatial data (e.g. GIS data layers), the Provider will comply to the maximum extent practicable with Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" Federal Register Vol. 59, Number 71, pp. 17671 - 17674, the award Provider shall document all new geospatial data it collects or produces using the standard developed by the Federal Geographic Data Committee (FGDC), and make that standardized documentation electronically accessible to OCRM. The standard can be found at <http://www.fgdc.gov/metadata/csdgm>.

All spatial data created shall be maintained by RC NAME in a manner that is easily accessible to the public. A list of the spatial data created during this project and the process by which this data may be accessed (e.g. website) will be included referenced within the body of applicable work product.



**STATE OF MAINE | SERVICE CONTRACT**

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

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

**United States. Please identify state: Maine**

**Other. Please identify country: N/A**

Notification of Changes to the Information

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