

STATE OF MAINE
DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
Agreement to Purchase Services

TWG

THIS AGREEMENT, made this 15th day of February, 2016, is by and between the State of Maine, Department of Inland Fisheries & Wildlife, hereinafter called "Department," and University of Massachusetts, Massachusetts Cooperative Fish and Wildlife Research Unit, 405 Goodell Bld., 140 Hicks Way, Amherst, MA 01003, telephone number 413-545-0806, hereinafter called "Provider", for the period of October 1, 2015 to December 31, 2018.

The AdvantageME Vendor/Customer number of the Provider is VC0000212281

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

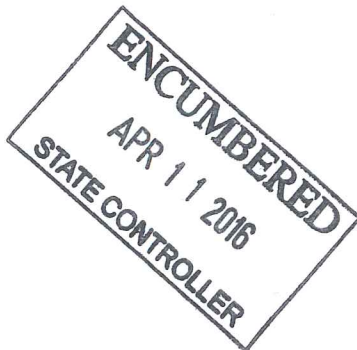
- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider G - Identification of Country in Which Contracted Work will be Performed
- Attachment A - Provider Insurance

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 1 original and 2 copies.

DEPARTMENT OF INLAND FISHERIES & WILDLIFE

By: for James M. Connolly
Judith A. Camuso, Director, Wildlife Division
and James M. Connolly

Shirley P. Hall
3/29/16



UNIVERSITY OF MASSACHUSETTS

By: Stephen DeStefano
Dr. Stephen DeStefano, Coop Unit Leader

Theresa W. Girardi 3/28/16

Total Agreement Amount: \$270,556.00

Approved: Mark W. Miller
Chair, State Purchases Review Committee

THERESA W. GIRARDI, ASST. DIRECTOR
GRANT AND CONTRACT ADMINISTRATION

BP 54 - AGREEMENT TO PURCHASE SERVICES

AdvantageME ACCOUNT CODING

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VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.
VC0000212281	\$127,676.00	013	09A	7308	01	4056	Job 362 Lynx Status Investigation FY2016

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.
VC0000212281	\$71,440.00	013	09A	7308	01	4056	Job 362 Lynx Status Investigation FY2017

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.
VC0000212281	\$71,440.00	013	09A	7308	01	4056	Job 362 Lynx Status Investigation FY2018

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

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Objectives:

- 1) Determine the extent to which population recovery and sustainability of lynx in Maine will necessitate transborder strategies versus sole focus on within-state efforts.
- 2) Assess whether the Maine (northeast) lynx population is a genetically distinct population segment in relation to other lynx populations in the currently defined DPS.
- 3) Identify the timing and consequences of recent and historic lynx population decline and fragmentation and occurrence of Maine lynx and obtain insights on functional genomic variation, occurrence of deleterious alleles and severely detrimental genetic variants, and potential to adapt to environmental change.
- 4) Provide insights to genome structure, function, and common evolutionary relationships between Canada lynx and bobcat, including the impact of hybridization.

For Objective 1, the Provider will analyze genetic diversity and genetic difference between the Maine lynx population and metapopulations in eastern Canada. Specifically, the Provider will develop and employ whole-genome single nucleotide polymorphisms (SNPs) assays, developed from a custom capture array of informative genetic markers, and SNPs discovered across all chromosomes of the Canada lynx genome. The Provider will utilize these assays to test various hypotheses related to source populations (e.g., Canadian Gaspé peninsula, New Brunswick) and barriers to gene-flow between Maine and eastern Canada (e.g., Saint Lawrence River).

For Objective 2, the Provider will develop and employ SNP assays of genetic differentiation using genetic sample material obtained from lynx within each subpopulation throughout the current Distinct Population Segment (DPS) for Canada lynx. The origin of genetic material outside of the Maine lynx population will either be provided by the Smithsonian Frozen Collection or partners yet to be identified.

For Objective 3, the Provider will use genome-scale polymorphism data (SNPs) and multiple summary statistics (based on allele frequency, linkage disequilibrium, and population differentiation) to compare empirical data against simulations with varying demographic histories. The Provider will characterize the recent adaptive history of natural populations and the genomic prevalence of positive and negative natural selection. In addition, the Provider will identify loci and genomic regions that may be responsible for adaptation to local conditions. The Provider will compare genomic patterns with other available genomes, and test theories of ancestry, and genomic history, using an analysis of haplotype blocks across all felid autosomes.

For Objective 4, the Provider will conduct comparative study of bobcat and lynx genome sequences, identify functional elements, conserved sequence regions, and features in common between the two species. The Provider will use a SNP genotyping microarray developed for the Canada lynx to assay genetic variations. The Provider will detect and characterize hybridization between Canada lynx and bobcat by confirming morphological intermediates through DNA analysis. The Provider will assess gene markers for their utility to identify current and past levels of introgression between bobcat and Canada lynx in developed assays. A reference ITMlmap consisting of anchor markers will be prepared using MAPMAKER/Exp Version 3.0b and marker data will be used for mapping SNPs. Markers with minimal missing data or segregation distortion will be selected to build a skeleton map for each chromosome. Other markers will be assigned to intervals between the anchor markers and the loci on the skeleton map will be checked using MAPMAKER. Ultimately, the custom capture array will be distributed across all chromosomes of the bobcat and lynx genomes.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

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The Department will provide funds received under Grant Number F11AF01099 to the Provider in an amount not to exceed \$270,556. The Provider agrees to provide all required documentation of qualified non-federal match generated by the University of Massachusetts and the Smithsonian Institution.

As per the Provider's request, the Department will provide \$220,907 in direct costs apportioned as follows: \$115,485 for a 3-year stipend for a 20-hour graduate student appointment; \$5,817 for Co-PI 1% minimum effort, \$58,310 for genome sequencing and analysis, \$37,674 for travel expenses (see attached detailed budget). \$2,121 for conference travel and \$1,500 for publications

*Yuk
3/28/12*

The Department will pay the Provider overhead at the UMass negotiated rate of 26% or \$49,649.

Match – Matching funds in the amount of \$135,971 will be applied to the project by the Provider; \$72,000 of which will come from donated services from the Smithsonian Institution (W. Johnson, 90 days @ \$800/day) and \$63,972 from waived overhead by the University of Massachusetts (i.e., Standard Overhead Rate of 59.5% - 26% = 33.5% waived overhead).

Grad Student (\$115,485) 20 hour appointment (Fall, Spring) 12 hour appointment (Summer)				
	Year 1	Year 2	Year 3	TOTAL
Stipend	22,724	23,520	24,344	70,588
Fringe	4,813	4,981	5,155	14,949
Curric Fee	9,500	9,975	10,473	29,948
TOTALS	37,037	38,476	39,972	115,485
Co-PI (\$5,817) minimum effort @ 1% Salary-\$1,461/year & Fringe-\$478/year x 3 years				

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Technical Direction & Computer Programming (\$72,000)
Smithsonian (W. Johnson) 90 days @ \$800/day donated by Smithsonian

Sequencing and Analysis (\$58,310)Whole genome sequencing budget (based on prices from Axeq Technologies):

Paired-end libraries (200-500bp insert size) construction: \$300.00 each x 3 =	\$900.00
5kb mate pair library construction: \$600.00 each x 1 =	\$600.00
Illumina HiSeq2000 sequencing: \$1980.00 per lane x 3 =	\$5,940.00
Genome assembly using ALLPATHS-LG: \$1000.00 x 1 =	\$1,000.00
Subtotal total per genome:	\$8,440.00
subtotal for both <i>Lynx</i> genomes:	\$16,880.00
<u>Transcriptome sequencing, both species:</u>	\$20,000.00

Genome re-sequencing budget (based on prices from Axeq Technologies):

Paired-end libraries (200-500bp insert size) construction: \$300.00 each x 8 =	\$2,400.00
Illumina HiSeq2000 sequencing: \$1980.00 per lane x 4 =	\$7,920.00
subtotal:	\$10,320.00

Supplies

DNA extraction kits for prep. of genomic DNA	\$800.00
Kapa HiFi Hoststart Uracil+ (KK2802)	\$850.00
Qubit dsDNA HS Assay (Q32851)	\$240.00
Bioanalyzer Agilent High Sensitivity DNA Kit (5067-4626)	\$440.00
Kapa qPCR Complete Kit (KK4824)	\$920.00
Kapa Library Preparation Kit for SNP array (KK8232)	\$2,100.00
MyBaits (Custom Bait Libraries, 48 captures, MYcroarray)	\$5,760.00
Subtotal:	\$11,110.00

Travel - various meetings (\$37,672)

Tanya Various Travel	\$29,445.68
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Tanya to Maine:

1 week x 3/year x 3 years		
Lodging Bangor, ME	\$94/day x 7	\$658.00
Travel Hadley MA to Bangor, ME (POV)	\$0.575/mile x 310.5 mi (RTx2)	\$357.08
Subtotal per visit		\$1,015.08
Total x 3 visits x 3 years		\$9,135.68

Tanya to TBD: Lab work eg Tucson, AZ

5 weeks (YR1) + 5 weeks (YR2)		
Travel Hadley, MA to BDL (POV)	\$0.575/mile x 40 (RTx2)	\$46.00
Travel BDL to e.g. Tucson AZ	maximum round trip	\$657.00
Lodging Tuscon	\$100/day x 7	\$700.00
	x 5 weeks	\$3,500.00
Subtotal per visit		\$4,203.00
Total x 2 years		\$8,406.00

Tanya to DC: Meetings-Warren & John

1 week x 2 per year x 3 years		
Travel Hadley MA to BDL (POV)	\$0.575/mile x 40 (RTx2)	\$46.00
Travel BDL to Reagan (DCA)	maximum round trip	\$335.00
Lodging DC	\$229/day x 7	\$1,603.00
Subtotal per visit		\$1,984.00
Total x 2/year x 3 years		\$11,904.00

<u>Jen, Warren, and John to UMass</u>		\$4,956.23
1 per year (@ 3 days) x 3 years		
<u>Jen to UMass</u>		
Travel Bangor, ME to Hadley, MA (POV)	\$0.575/mile x 310.5 (RTx2)	\$357.08
Lodging Hadley, MA	\$106/day x 3	\$318.00
Per diem	\$46/day x 3	\$138.00
	Subtotal per visit	\$813.08
	Total x 3 years	\$2,439.23
<u>Warren to UMass</u>		
Travel Dulles to BDL	maximum round trip	\$383.00
Transportation		
Lodging Hadley, MA	\$106/day x 3	\$318.00
Per diem	\$46/day x 3	\$138.00
	Subtotal per visit	\$839.00
	Total x 3 years	\$2,517.00
<u>John to UMass</u>	John USGS funded Travel	\$0.00
<u>Tanya, Steve, Todd, Warren & John to Maine</u>		\$3,270.11
1 per year @ (31 days)		
<u>Tanya to Maine</u>		
Lodging Bangor, ME	\$94 x 3	\$282.00
Travel Hadley, MA to Bangor, ME (POV)	\$0.575/mile x 310.50 (RTx2)	\$357.08
Per diem	\$46 x 3	\$279.00
	Total 1 year	\$918.08
<u>Steve to Maine</u>		
Lodging Bangor, ME	\$94 x 3	\$282.00
Travel Hadley, MA to Bangor, ME (POV)	\$0.575/mile x 310.5 (RTx2)	\$357.08
Per diem	\$46 x 3	\$138.00
	Total 1 year	\$777.08
<u>Todd to Maine</u>		
Lodging Bangor, ME	\$94 x 3	\$282.00
Travel Hadley, MA to Bangor, ME (POV)	\$0.575/mile x 310.5 (RTx2)	\$357.08
Per diem	\$46 x 3	\$138.00
	Total 1 year	\$777.08
<u>Warren to Maine</u>		
Travel Dulles to BGR	maximum round trip	\$377.87
Transportation in BGR		
Lodging Bangor, ME	\$94 x 3	\$282.00
Per diem	\$46 x 3	\$138.00
	Total 1 year	\$797.87
<u>John to Maine</u>	John USGS funded Travel	\$0.00
TOTAL TRAVEL-Various Meetings		\$37,672.02

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Travel - Conference (\$2,124)
Publishing (\$1,500)
Total Direct Cost: \$220,908.00
Donated Services (Smithsonian): \$72,000
University Negotiated Overhead @ 26%: \$49,649.60 (Curriculum fees exempt from Overhead)
University Waived Overhead 59.5% - 26% = 33.5%: \$63,971.60
Total Cost: \$270,557.60
In-Kind Matching Funds: \$135,971.60 (50.256%)

1. **AGREEMENT AMOUNT** \$270,556.00

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

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Payment will be made upon receipt of approved itemized invoices for field work.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

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

Name: Dr. Walter Jakubas
Title: Mammal Group
Leader Address: 650 State Street
Bangor, Maine 04401

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

PROVIDER AGREEMENT ADMINISTRATOR
conditions of this agreement shall be submitted to:

All notices which effect the terms and

Theresa W. Girardi, CRA
Assistant Director
Office of Grant & Contract Administration
70 Butterfield Terrace
Amherst, MA 01003
ogca@research.umass.edu

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be

in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder. TWG

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

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

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

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g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books,

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documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009. TWG

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy. TWG

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

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

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

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

Rider B, Paragraph 11 shall read as follows:

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11. **EMPLOYMENT AND PERSONNEL** The Provider shall not *knowingly* engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA §

3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this

Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Rider B, Paragraph 17 is hereby deleted in its entirety.

Rider B, Paragraph 18 shall read as follows:

18. **STATE HELD HARMLESS** *To the extent permitted by applicable laws*, in performing its work under this Agreement, PROVIDER and its employees shall be responsible for any claims for damages for which PROVIDER is legally liable and was sustained by any person or property arising from the negligent performance of the work performed under this agreement and caused by the negligent acts, errors or omissions, of PROVIDER and its employees.

To the extent permitted by applicable laws, in performing its work under this Agreement, DEPARTMENT and its employees shall be responsible for any claims for damages for which DEPARTMENT is legally liable and was sustained by any person or property arising from the negligent performance of the work performed under this agreement and caused by the negligent acts, errors or omissions, of DEPARTMENT and its employees.

Rider B, Paragraph 21 shall read as follows:

21. **LIABILITY INSURANCE** Provider's insurance shall be in accordance with Attachment A and shall name the Department as an additional insured.

Rider B, Paragraph 26 is hereby deleted in its entirety.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

TWG

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



United States. Please identify state: ME



Other. Please identify country: _____

Notification of Changes to the Information

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



University of Massachusetts

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Treasurer's Office

TWG

August 9, 2010

TO: Jennifer Donais, MPA, CRA, Associate Director
FROM: Matthew Wambach, Senior Insurance Analyst (MW)
SUBJECT: INSURANCE COVERAGE

The following represents an update of the University's insurance coverage as of August 9, 2010

General Liability

The University has a Commercial General Liability policy with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Directors and Officers

The Directors and Officers liability policy limit is \$5,000,000 in the aggregate.

Automobile Liability

The University is self-insured in accordance with Chapter 258 of the Massachusetts General Laws for automobile liability with respect to vehicles that are owned by the University.

The University has automobile insurance policies with respect to leased vehicles covering liability (\$1,000,000 per occurrence), and collision and comprehensive damages to the leased vehicles.

The University has an automobile insurance policy covering liability only with respect to hired (rented or borrowed vehicles) and non-owned (excess over any employee policy using their personal vehicle on university business) vehicles with a \$1,000,000 limit per occurrence. Physical damage waivers should generally be purchased when renting vehicles on University business.

Property

Per Massachusetts General Law Chapter 29 section 30, the University of Massachusetts, as an agency of the Commonwealth of Massachusetts, is self-insured for property loss subject to appropriation.

Worker's Compensation

The University is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

Should you need additional information, please contact me at 774-455-7588



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/07/2013

TWG

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AOR Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: _____ PHONE: _____ FAX: _____ E-MAIL: _____ ADDRESS: _____
INSURED University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570049858051 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

TYPE OF INSURANCE	ADDL. INFO	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		004055483 SIR applies per policy terms & conditions	05/01/2013	05/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/CP AGG \$4,000,000 SIR \$100,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570049858051

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>AOR Risk Services Northeast, Inc.</i>
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STATE OF MAINE
BUREAU OF GENERAL
SERVICES