

REQUEST FOR PROPOSALS #2023-088
Request for Consulting Services:
Performing Arts Strategic Operating Plan
ADDENDUM # 2
July 24, 2023

UPDATES:

The University is updating the language in the following sections as follows:

- **Page 39 Appendix E, Item 1.1 paragraph 2; “Upon award each successful respondent will sign a Master Agreement (Appendix D) with the University to sell goods and/or services.”**
- **Page 39 Appendix E, Item 1.3, Appendix D - 4. Termination: “Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.**
- **Page 39 Appendix E, Item 1.3, Appendix D - 5. Obligations Upon Termination: The University shall pay the Contractor for all services performed to the effective date of termination subject to offset sums owed by the Contractor or to the University.**
- **Page 41 Appendix E, Item 1.9, Appendix D - 17. Entire Agreement: This Agreement is the entire agreement between the University (including University’s employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor’s purchase order, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor’s website unless such terms and conditions are set forth in this Agreement. The Contractor may not unilaterally change any term or condition of this Agreement.**
- **Page 41 Appendix E, Item. 1.10 Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act; Appendix D - 21. Confidentiality:**
 - **Contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.**