

MA 18P 15091100000000000044
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/07/15

Expiration Date: 05/31/21

Master Agreement Description: IT Equipment and Services

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

Requestor Information

Nicholas Marquis 207-615-9602 ext. nicholas.marquis@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension to 5/31/2021.

Authorized Departments

18B BUREAU OF INFORMATION SERVICES
ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000058118

Vendor Name

MAINELY ACCESS INC

Alias/DBA

Vendor Address Information

91J AUBURN ST #1182

PORTLAND, ME 04103
US

Vendor Contact Information

MARY BETH WALSH
207-650-8151 ext.
MBWALSH@MAINELYACCESS.COM

Commodity Information

Vendor Line #: 1

Vendor Name: MAINELY ACCESS INC

Commodity Line #: 1

Commodity Code: 95823

Commodity Description: IT Equipment and Services

Commodity Specifications:

Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	09/07/15	05/31/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 6/2/2020
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Mary Beth Walsh 6/3/2020
Signature Date

Mary Beth Walsh owner, Mainely Access Inc.

Print Representative Name and Title

MA RFP
150911*44

AdvantageME CT No:

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Agreement to Purchase Services

THIS AGREEMENT, made this 4th day of September 2015, is by and between the State of Maine, Department of Administrative and Financial Services hereinafter called "Department," and Mainly Access, Inc located at 91J Auburn St #1182 Portland, ME 04103, telephone number 207-650-8151 hereinafter called "Provider", for the period of September 7, 2015 to October 6, 2016 with an option of three one-year renewals.

The AdvantageME Vendor/Customer number of the Provider is VC#100058118

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 D - RFP#201503049 Assistive Technology - IT Equipment and Services
- Rider E - Mainly Access Response to RFP#201503049
- Rider F - Service Level Agreement
- Rider G - Identification of Country in Which Contracted Work will be Performed

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

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

By:

Gregory A McNeal
Gregory McNeal, CTO
And

MAINLY ACCESS, INC

By:

MWalsh president, Mainly Access Inc.
Mary Beth Walsh, President

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

The use of this standard form of agreement is controlled by and subject to revision by the Division of Purchases. The current version of this form is available at the Division website (<http://www.maine.gov/purchases/info/forms.html>), or at 9 State House Station, Augusta, Maine 04333-0009.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department of Administrative and Financial Services, Office of Information Technology issued RFP 201503049 seeking proposals to provide Assistive Technology Services on an as needed basis. This contract is entered into with Mainely Access, Inc based on their response to the RFP which is incorporated into this contract as reference.

The initial term of the contract will be for one (1) year, and the Department may opt to renew the contract for three renewal periods of one year each, subject to continued availability of funding and satisfactory performance.

Service to be Performed:

Services to be performed on an as-needed basis by the Department requesting services:

- Functional Assistive Technology evaluations for individuals.
- Assessments of State facilities and public spaces.
- Recommend Assistive Technology IT hardware and software based on evaluated need.
- Procurement and implementing recommended hardware and software
- Training for individuals with Assistive Technology needs and other State staff
- Post-implementation support and maintenance.

Governance, roles and responsibilities and service level agreements are contained in Rider F – Service Level Agreement, which was developed and approved by the Contractor and the State of Maine Assistive Technologies Contract Review Team.

Dispute Resolution

In the event of any dispute arising during the term of the Contract concerning performance of the Contract, either party shall serve notice of such dispute on the other party and the dispute shall be decided by the State Contract Administrator who shall provide his decision to writing and serve a copy on the Contractor. The decision of the State Contract Administrator shall be final and conclusive. The State Contract Administrator's decision in the event of any written notice of dispute shall be final subject to the Contractor's right to relief under applicable law.

Confidentiality of Information

It is the responsibility of the Contractor to safeguard and protect all State data during the life of this Contract. All materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic media, or otherwise shall be regarded as confidential information in accordance with the provisions of Federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

Invoicing and Payments

Invoices will be sent to the Agency requesting the service. Payment will be made at the proposed rate of:

State of Maine RFP# 201503049

Rev. 12/14

- \$250 Comprehensive assistive technology assessment with report
- \$120 Per hour of work,
- \$120 Per hour – one way travel
- 10% Markup from vendor invoice price

This contract, although initiated and contracted by the Office of Information Technology and Maine State Police, may be used by all government agencies of the State of Maine. State boards, quasi-state government entities, political subdivisions of the State of Maine such as towns, cities and counties; Maine educational institutions, such as public school districts, state universities, and public colleges may participate in this Contract at the same prices, terms and conditions. Services furnished to Contract users will be billed directly to and paid for by the agency/board/town/city/county/college. The State of Maine shall have no responsibility for non-State contract agreements. The Department is not responsible for the transactions between the Provider and other states/entities. All other entities using this Contract are expected to negotiate their own terms and conditions with Provider.

This document creates a Master Contract under which assistive technology equipment, software or services will be delivered (Hereinafter, the Master Contract is referred to as the “Agreement” or “Contract”). Individual Delivery Orders (ordering documents) will be initiated by the State of Maine under the terms of this contract for specific products and services.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____

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

Based on contracted pricing after receipt of an invoice for work performed/approved by the State EEO Coordinator or designee.

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

Name: Nick Marquis
Title: OIT Director, Client Technology Services
Address: 145 State House Station, Augusta, ME 04333

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

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.

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.

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, 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.

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.

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

BP 54 - AGREEMENT TO PURCHASE SERVICES

H. Technical Requirements

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.36.	<p>Provide Assistive Technology products and services that are compatible with existing State IT systems and usable from existing State equipment. (See Technical Standards below.)*</p> <p>Vendor's recommendations regarding Assistive Technology should as much as possible be compatible or typically installed with the standard configuration. Hardware and software installations that are not compatible with or usable from existing State systems equipment are acceptable on a case by case basis coordinated with the OIT.</p>	Y	<p>We have experience with working with assistive technology and the various state mainstream and proprietary computer systems. With very few exceptions we have been able to match adaptive technology with existing state systems, and when this was not possible we were able to offer an alternative solution which was acceptable to all parties.</p>
REQ.37.	<p>Recommended Assistive Technology products and any related user documents should to the maximum extent possible comply with the Computer Application Program Accessibility Standard, the Website Standards, and the Website Accessibility Policy of the State of Maine (see www.maine.gov/oit/accessiblesoftware, www.maine.gov/oit/webstandard and www.maine.gov/oit/accessibleweb).</p>	Y	<p>As we were consulted in the creation of all of the listed standards and policies, compliance with them is of prime importance to us.</p>
REQ.38.	<p>All products provided by the Vendor must comply with State of Maine Security Policies.</p>	Y	<p>In the past, some security policies have created access issues, such as cards producing random and inaccessible log-in passwords, but we have always resolved all access issues with security needs.</p>

BP 54 - AGREEMENT TO PURCHASE SERVICES

I. Performance Expectations

1.20.

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.39.	The recommended Assistive Technology solution(s) should provide users with the ability to customize or adjust settings based on individual needs and roles.	Y	We will make sure that any recommended assistive technology solution can be customized to the end users needs.
REQ.40.	Recommended Assistive Technology solutions will take into consideration the workplace environment. The primary goal is to deliver Assistive Technology to an individual or group of users, but its placement in the surrounding area and potential effect on other workers requires close coordination with the Agency or Office to maximize its usability, safety, and acceptance.	Y	In the past we have adapted assistive technology solutions so that sound is buffered for nearby employees. Additionally, we have modified workstations that are shared with other employees that do not require the adaptation.
REQ.41.	Assistive Technology evaluations, equipment deliveries, and support requests relating to Assistive Technology products must be responded to in a timely manner when an Agency authorized request is placed. (See Service Level Agreements)	Y	Typically, all assistive technology solutions can be in place within 2 weeks of receiving and authorization for purchase.
REQ.42.	Services provided under any contract resulting from this RFP shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served. Whomever Vendor assigns to perform services will be required to sign confidentiality agreements regarding safeguarding Federal Tax Information (FTI), Personally Identifiable Information (PII) and all other Agency required confidentiality requirements as applicable.	Y	All services we provide are confidential in nature and historically we worked with everything from individuals credit card and on-line banking information to security clearances within federal facilities. All State of Maine security and confidentiality requirements will be met and respected.

BP 54 - AGREEMENT TO PURCHASE SERVICES

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.43.	<p>Vendor shall communicate and facilitate resolution of Assistive Technology issues:</p> <ul style="list-style-type: none"> e. Effectivity communicate customer support and issue resolution steps to interested parties (end-user, OIT, Agencies); f. Coordinate communication with hardware and software vendors, as needed, to resolve problems with Assistive Technology solutions; g. Communicate and coordinate testing with OIT as necessary prior to deploying solutions to the user community; and h. Ensure Assistive Technology solutions are maintained and remain in sync and operable with current State operating systems and software versions throughout the term of the contract. 	Y	We will maintain regular communication with all parties involved in the provision of assistive technology services.

J. Administration**1.21.**

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.44.	Designate a single point of contact (account representative) who will manage the State's Assistive Technology Equipment and Services account.	Y	Mary Beth Walsh will act as the point of contact for Mainely Access Inc.
REQ.45.	Provide Assistive Technology equipment support services from a helpdesk between 7 AM and 7 PM (Eastern Standard Time).	Y	Mainely Access will respond to calls for assistance on assistive technology topics between 7 am and 7 pm.

BP 54 - AGREEMENT TO PURCHASE SERVICES

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.46.	Coordinate with State Agencies or State Offices and their identified coordinators who will be responsible for requesting Assistive Technology services and equipment, authorizing recommendations, assisting with equipment deliveries and support.	Y	We will coordinate with all state agencies involved in arranging for assistive technology for their employees.
REQ.47.	Establish individual accounts to manage service requests and accurately bill each Agency or Office for services. Billing must include sufficient detail to authorize payment for services.	Y	We will provide detailed invoices to each State of Maine agency or office for assistive technology services provided each month.

BP 54 - AGREEMENT TO PURCHASE SERVICES

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.48.	<p>Vendor shall collect, maintain and provide records of services, including:</p> <p>c. Invoices to individual State Agencies or State Offices who use the Assistive Technology service, detailing: Requestor name, authorizing Agency or Office, date of service, time and length of service, and list of products, Vendor's cost and markup details, flat or hourly rate that will be assessed to implement recommended solutions to the Agency; and</p> <p>d. A historical report, upon request, with details of the quantity of services requested and fulfilled, list of products and services, and number of people served; an average cost for the population served; a detailed cost breakout for services by Agency or Office; and compiled customer satisfaction survey statistics and other information as requested by the Agency of Office.</p>	Y	We will provide monthly invoices including all relevant data on each individual provided with assistive technology services. Additionally, we will, upon request, provide detailed historical reports on quantity of services, as well as any other requested data on state employees served under the assistive technology contract.
REQ.49.	Maintain and be able to provide a record of individual trainers, evaluators, support providers and other personnel who respond to service requests under any contract resulting from this RFP;	Y	A record of all assistive technology providers employed by Mainly Access Inc. and providing assistive technology services to State employees will be available upon request.
REQ.50.	Comply with Service Level Agreement in Appendix E.	Y	All SLA's outlined within the contract will be adhered to.

BP 54 - AGREEMENT TO PURCHASE SERVICES

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.51.	<p>Vendor management of feedback and improvement:</p> <p>d. Provide process improvement suggestions where applicable in an effort to improve the request-to-delivery time for Assistive Technology Requestors;</p> <p>e. Distribute customer satisfaction surveys after each request for Assistive Technology has been completed. Respond to and/or acknowledge survey concerns that have been received; and</p> <p>f. Participate no more frequently than quarterly to review survey results and determine improvement areas or recognize where performance exceeded expectations.</p>	Y	We will distribute customer satisfaction surveys when each assistive technology request has been completed. Upon request we will share the results of these surveys with OIT or any requesting state agency.

K. Outcomes

1.22.

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.52.	Individuals with approved Assistive Technology requests are provided with the tools needed for a person to complete assigned work.	Y	Providing assistive technology tools to enable state employees to complete assigned work is the primary purpose of the assistive technology specialists at Mainely Access Inc.
REQ.53.	Assistive Technology requests are fulfilled timely with the right product the first time.	Y	All requests for service will be fulfilled in a timely manner with the appropriate adaptive technology.

BP 54 - AGREEMENT TO PURCHASE SERVICES

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.54.	Assistive Technology recipients are trained how to use software and hardware when it is delivered or as a result of upgrades, maintenance, and support or as needed when accompanied with an approved request.	Y	Training is available to state employees not just initially, but whenever it is necessary due to changes in mainstream technology that necessitates a change in assistive technology.
REQ.55.	Products are maintained, upgraded and supported by Assistive Technology experts in the field.	Y	We will be available for all upgrades and maintainane as needed.
REQ.56.	Agencies or Offices have a high level of understanding of the procedures for obtaining Assistive Technology services and products and for coordinating Assistive Technology deployment in conjunction with Office of Information Technology.	Y	We will communicate with all state agencies or offices so that they are aware of how to arrange for assistive technology services for their employees.
REQ.57.	Agencies or Offices and individuals have a high level of confidence that Assistive Technology requests will be fulfilled timely.	Y	Services will always be available in a timely manner.
REQ.58.	Agencies and individuals are provided with a high level of customer satisfaction.	Y	We will seek to insure that all end users and their agencies are pleased with the quality of assistive technology training provided.

L. Location of Work

1.23.

Req #	Description of Requirement	Requirement Can Be Met? (Y/N/P)	Bidder's Response
REQ.59.	Location of work for each required service/task will be completed either on site or remotely at the discretion of the requesting Agency or Office.	Y	Services can be provided on site or remotely depending on request of agency or office.

BP 54 - AGREEMENT TO PURCHASE SERVICES

b. Assistive technology evaluations involve pre-meeting phone conversations with both the state departments/bureaus/departments making the initial referral, and the individual to be evaluated. From these conversations will be derived a selection of appropriate adaptive technology to be demonstrated on-site to the end user, in conjunction with the state provided mainstream computer systems necessary for the employee to perform all job functions. The end user will have the opportunity to agree that proposed assistive technology will, in fact, grant them the degree of access necessary to perform all the tasks necessary in the performance of their job duties. A written report of this assessment will then be provided to the individual making the initial referral.

4. Billing and Invoicing

Monthly invoices will be sent to referring agencies indicating work done for each employee or assigned entity at a rate of \$120 per hour including travel in a single direction. Below is a sample invoice of such an invoice:

STATE OF MAINE
Department of Administrative and Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 18th day of, 2016, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and Mainely Access, Inc located at 91J Auburn St #1182 Portland, ME 04103, telephone number 207-650-8151, hereinafter called "Provider," is hereby amended as follows:

1. The termination date is extended from 10/06/2016 to 10/06/2017
(old term date) (new term date)

Reason: For the State of Maine to exercise the first of three (3), optional, one-year renewals, specified in the original contract dated 09/04/2015.

2. The dollar amount of the contract is \$ 0.00.

Reason: To extend a Master Agreement for all State of Maine Agencies, \$0 based on usage.

3. The Scope of Services in Rider A remains unchanged.

All other terms and conditions of the original contract dated September 4th, 2015 remain in full force and effect.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in 1 (one) original as of the day and year first above written.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

By: [Signature]
James R. Smith, Chief Information Officer

and

MAINELY ACCESS, INC.

By: [Signature]
Mary Beth Walsh, President

Approved, State Purchases Review Committee: _____ Date: _____

(note: this section must be completed by using agency)

Contract Number (CT #): MA-18P-150911*0044 Vendor Code: VC1000058118

Old Contract Amount: \$0.00 MA Based on Usage Account Codes: All State Agencies

Amount of Increase: \$0.00

New Contract Amount: \$0.00 MA Based on Usage New Termination Date: 10/06/2017

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Nick Marquis	Office/Division/Program	DAFS/OIT
Contract Amount:	\$Master Agreement	Contract (CT) Number:	MA-18P-150911*0044
Start Date:	10/07/2016	End Date:	10/06/2017
Selected Bidder's Name, City and State:	Mainely Access, Inc. 91J Auburn St. #1182 Portland, ME 04103		
Short Description of Service:	Services to be performed on an as-needed basis by the Department requesting services: <ul style="list-style-type: none"> •Functional Assistive Technology evaluations for individuals. •Assessments of State facilities and public spaces. •Recommend Assistive Technology IT hardware and software based on evaluated need. •Procurement and implementing recommended hardware and software •Training for Individuals with Assistive Technology needs and other State staff •Post-implementation support and maintenance. 		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201503049 Initial contract. First renewal. Second renewal. Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. *The total contract amount is \$10,000 or less; and*
- B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*


**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

<p>3. Review and Scoring Process.</p> <p>A. For contract awards based on an RFP, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.</p> <p>B. If this contract award is the result of obtaining Competitive Quotes, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements. Please attach to this document all Competitive Quotes received (not RFP proposals).</p>	
<p>4. Reminder regarding Award Notification Letters.</p> <p>Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website: http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc</p>	
<p>Signature of requesting Department's Contract Administrator (or other relevant stakeholder):</p>	
<p>Printed Name:</p>	<p>T. N. HOWKER</p>
<p>Date:</p>	<p>11/18/2016</p>

STATE OF MAINE
Department of Administrative and Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 13th day of September, 2017, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and Mainely Access, Inc located at 91J Auburn St #1182 Portland, ME 04103, telephone number 207-650-8151, hereinafter called "Provider," is hereby amended as follows:

1. The termination date is extended from 10/06/2017 to 10/06/2018
(old term date) (new term date)

Reason: For the State of Maine to exercise the Second of three (3), optional, one-year renewals, specified in the original contract dated 09/04/2015.

2. The dollar amount of the contract is \$ 0.00.

Reason: To extend a Master Agreement for all State of Maine Agencies, \$0 based on usage.

3. The Scope of Services in Rider A remains unchanged.

All other terms and conditions of the original contract dated September 4th, 2015 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

MAINELY ACCESS, INC.

By: Mary Beth Walsh
Mary Beth Walsh, President

Signature: *MBWalsh* Date: 9/13/17

and

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

By: *B. Victor Chakravarty*
James R. Smith, Chief Information Officer

FOR Signature: *B. VICTOR CHAKRAVARTY* Date: *14 SEP 2017*

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The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Purchases.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA-18P-150911*0044

Vendor Code VC1000058118

Old Contract Amount: \$0.00 MA Based on Usage Amount of Increase: \$0.00

New Contract Amount: \$0.00 Amount of Decrease: \$0.00

New Service to Date: 10/06/2018 Account Codes: All State Agencies

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Nick Marquis	Office/Division/Program	DAFS/OIT
Contract Amount:	Master Agreement	Contract (CT) Number:	MA-18P-150911*0044
Start Date:	10/07/2017	End Date:	10/06/2018
Selected Bidder's Name, City and State:	Mainely Access, Inc. 91J Auburn St. #1182 Portland, ME 04103		
Short Description of Service:	Services to be performed on an as-needed basis by the Department requesting services: <ul style="list-style-type: none"> •Functional Assistive Technology evaluations for individuals. •Assessments of State facilities and public spaces. •Recommend Assistive Technology IT hardware and software based on evaluated need. •Procurement and implementing recommended hardware and software •Training for individuals with Assistive Technology needs and other State staff •Post-implementation support and maintenance. 		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201503049 Initial contract. First renewal. Second renewal. Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. The total contract amount is \$10,000 or less; and*
- B. If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

Date:

STATE OF MAINE
Department of Administrative and Financial Services
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 25th day of September, 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," and Mainely Access, Inc located at 91J Auburn St #1182 Portland, ME 04103, telephone number 207-650-8151, hereinafter called "Provider," is hereby amended as follows:

1. The termination date is extended from 10/06/2018 to 10/06/2019
(old term date) (new term date)

Reason: For the State of Maine to exercise the Third and final of three (3), optional, one-year renewals, specified in the original contract dated 09/04/2015.

2. The dollar amount of the contract is \$ 0.00.

Reason: To extend a Master Agreement for all State of Maine Agencies, \$0 based on usage.

3. The Scope of Services in Rider A remains unchanged.

All other terms and conditions of the original contract dated September 4th, 2015 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

MAINELY ACCESS, INC.


By: Mary Beth Walsh
Mary Beth Walsh, President

Signature:  Date: 9/25/18

and

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

By:  James R. Smith, Chief Information Officer

Signature:  Date: 26SEP18

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The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Purchases.

(note: this section must be completed by using agency)

Department number and Contract number (CT #): MA-18P-150911*0044

Vendor Code VC1000058118

Old Contract Amount: \$0.00 MA Based on Usage Amount of Increase: \$0.00

New Contract Amount: \$0.00 Amount of Decrease: \$0.00

New Service to Date: 10/06/2019 Account Codes: All State Agencies

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Nick Marquis	Office/Division/Program	DAFS/OIT
Contract Amount:	Master Agreement	Contract (CT) Number:	MA-18P-150911*0044
Start Date:	10/07/2018	End Date:	10/06/2019
Selected Bidder's Name, City and State:	Mainely Access, Inc. 91J Auburn St. #1182 Portland, ME 04103		
Short Description of Service:	Services to be performed on an as-needed basis by the Department requesting services: •Functional Assistive Technology evaluations for individuals. •Assessments of State facilities and public spaces. •Recommend Assistive Technology IT hardware and software based on evaluated need. •Procurement and implementing recommended hardware and software •Training for individuals with Assistive Technology needs and other State staff •Post-implementation support and maintenance.		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201503049

Initial contract. First renewal. Second renewal. Third renewal.

If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. *The total contract amount is \$10,000 or less; and*
- B. *If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

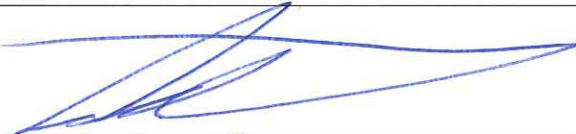
**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

State of Maine Competitive Award Authorization Form

<p>3. Review and Scoring Process.</p> <p>A. For contract awards based on an RFP, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.</p> <p>B. If this contract award is the result of obtaining Competitive Quotes, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements. Please attach to this document all Competitive Quotes received (not RFP proposals).</p>	
<p>4. Reminder regarding Award Notification Letters.</p> <p>Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website: http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc</p>	
<p>Signature of requesting Department's Contract Administrator (or other relevant stakeholder):</p>	
<p>Printed Name:</p>	<p>ANNA SMITH</p>
<p>Date:</p>	<p>26 SEP 18</p>



AMENDMENT

DATE: **9/25/2019**

ADVANTAGE CONTRACT #: **MA 18B 150911*44**

DEPARTMENT AGREEMENT #: **NA**

AMENDMENT AMOUNT: \$ **\$0.00**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administrative & Financial Services / Office of Information Technology (OIT)**

Address: **51 Commerce drive, 4th Floor**

City: **Augusta** State: **ME** Zip Code: **04333-0145**

PROVIDER

PROVIDER: **Mainly Access, Inc.**

Address: **91J Auburn, St., #1182**

City: **Portland** State: **ME** Zip Code: **04103**

Provider's Vendor Customer #: **VC1000058118**

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

Department of Administrative & Financial Services / Office of Information Technology (OIT)

Mainly Access, Inc.

DocuSigned by:

052B9AC7F56A489... 9/25/2019

DocuSigned by:

3769CF3A29984E2... 9/25/2019

Signature **Frederick Brittain, Chief Information Officer** Date

Signature **Mary Beth Walsh, President** Date

Amendment 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 Waiver of Competitive Bidding Request Form

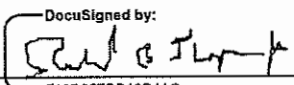
Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

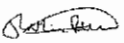
Requesting Department's Contract Administrator:	Nicholas Marquis	Office/Division/Program of Contract Administrator:	DAFS/OIT/ Client and Infrastructure Services
Est. Contract Amount:	\$0.00, Based on Usage	Contract or RQS Number:	MA 18P 150911*44
Proposed Start Date:	10/7/2019	Proposed End Date:	5/31/2020
Vendor/Provider Name, City, State:	Mainely Access, Inc. 91J Auburn St. #1182 Auburn, ME 04103		
Short Description of Good or Service:	Assistive Technolgy Needs		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.	<p>To be completed by the Division of Procurement Services</p> <p>Posting dates on Division of <i>Procurement Services</i> website: From: <u>9/30/2019</u> To: <u>10/7/2019</u></p>		
Notice of Intent to Waive Competitive Bidding Number:	NOI# 0920191618		
1. Statutory Justification			
State of Maine statute (5 M.R.S. §1825-B (2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
<input type="checkbox"/>	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement. Signature:	
		Printed Name:	Date:
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source,		

State of Maine Waiver of Competitive Bidding Request Form

	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;
	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: <ol style="list-style-type: none"> (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs; <p><i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i></p>
	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;
	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.
	If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:
Please note that the following four points below (#2 through 5) <u>all</u> require a response.	
2. Description of Specific Need	
Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.	
Services to be performed on an as-needed basis by the Department requesting services: <ul style="list-style-type: none"> ✦ Functional Assistive Technology evaluations for individuals; ✦ Assessment of State facilities and public spaces; ✦ Recommend Assistive Technology IT hardware and software based on evaluated need; ✦ Procurement and implementing recommended hardware and software; ✦ Training for individuals with Assistive Technology needs and other State staff; and ✦ Post-implementation support and maintenance. 	
3. Availability of other Public Resources	
Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.	
The State does not have the resources to provide this service.	

State of Maine Waiver of Competitive Bidding Request Form

4. Cost	
Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are fair and reasonable .	
The award to Mainely Access, Inc. was based on an RFP and the rates are fair and reasonable.	
5. Future Competition	
Please describe potential opportunities which may be available to foster competition for these goods or services in the future.	
The Office of Information Technology is extending MA 18P 150911*44 while an RFP is being worked on.	
Please note that <u>only one</u> of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.	
6. Uniqueness	
Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.	
No change in services or vendor. 7-month contract extension of a competitive procurement to issue and award new contract.	
7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)	
Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.	
Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):	<i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i>
Printed Name:	DocuSigned by:  F10B257DB19B4AC... Richard B. Thompson
Date:	9/25/2019

DocuSigned by:


Frederick Brittain

9/25/2019



AMENDMENT

DATE: **4/30/2020**

ADVANTAGE CONTRACT #: **MA 18P 150911*44**

DEPARTMENT AGREEMENT #: **NA**

AMENDMENT AMOUNT: \$ **0.00**

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

State of Maine DEPARTMENT

DEPARTMENT: **DAFS/OIT/ Client and Infrastructure Services**

Address: **51 Commerce Dr**

City: **Augusta** State: **ME** Zip Code: **04330**

PROVIDER

PROVIDER: **Mainely Access, Inc.**

Address: **91J Auburn St. #1182**

City: **Auburn** State: **ME** Zip Code: **04103**

Provider's Vendor Customer #:

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

Department of **DAFS/OIT**

Provider

DocuSigned by:  5/4/2020
Signature **Fred Brittain, CIO** Date

DocuSigned by:  5/4/2020
Signature **Mary Beth Walsh** Date

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 10/7/2019 Current End Date: 5/31/2020 Amendment Start Date: 6/1/2020 New End Date: 5/31/2021 Reason: Provides service throughout pandemic for remote workers
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ Click or tap here to enter text. New Contract Amount: \$ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input checked="" type="checkbox"/>	Other:	Reason: STATE OIT POLICIES: All IT products and services delivered as part of this Agreement must conform to the current State of Maine OIT Policies, Procedures, and Guidelines. (Maine.Gov/oit/policies/index.shtml) effective at the time this Agreement is executed, and take precedent over the State of Maine OIT Policies, Procedures, and Guidelines in effect at the time of the previous Agreements. Security Policy: https://www.maine.gov/oit/policies/SecurityPolicy.pdf Digital Accessibility Policy: https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

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

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

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



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

VENDOR CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
(FORM B)

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”), is between the Maine State Office of Information Technology (“OIT”), having a principal place of business at 51 Commerce Drive, Augusta, Maine 04330, and Mainely Access (“Vendor”) with its principal place of business at 91J Auburn St. #1182 Portland, ME 04103 as of May 1, 2020 (the Effective Date).

WHEREAS, the State of Maine has engaged the Vendor to provide services in connection with the operation or management of certain State of Maine programs or services pursuant to [insert Contract No.] (“Contract”); and

WHEREAS, in connection with the performance of the Contract, Vendor has access to confidential information (as defined below); and

WHEREAS, OIT wishes to ensure the protection of Confidential Information and restrict the Vendor’s use of Confidential Information to purposes directly connected and necessary for the performance of the Contract; and

WHEREAS, the Vendor recognizes the need to restrict disclosure and use of Confidential Information.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall be defined as follows:

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract.

C. Confidential Information

Information that belongs to OIT, or resides on the State of Maine information technology infrastructure, includes highly sensitive and confidential data. In many instances, improper release or use of this information by an OIT or other state employee or third party provider is a crime. “Confidential Information” includes any and all information disclosed to, or otherwise acquired or observed by, the

OIT Vendor Confidentiality & Non-Disclosure Agreement with IRS Pub 1075 Language- FORM B

Vendor, including their respective employees, agents and subcontractors (all of the foregoing collectively referred to as “Representatives”), from or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government, including but not limited to:

1. Any information that describes the State of Maine architecture, design, access authentication, encryption or security of information technology infrastructure, systems and software (1 MRSA § 400 et seq.);
2. Tax information protected by 36 M.R.S.A §191 and the Internal Revenue Code, 26 U.S.C. §§6103, 7213, 7213A, 7413 regarding unauthorized disclosure or inspection of tax information. State and federal statutes may impose substantial civil and criminal penalties for unauthorized access or disclosure and carry monetary penalties of varying amounts, and/or imprisonment for up to 5 years, together with the costs of prosecution;
3. Protected health information and personally identifiable information received by the State from the Centers for Medicare and Medicaid Services and the Social Security Administration, and any other sources, that is protected under state and federal healthcare and privacy laws (including but not limited to the following: 22 MRSA §1711-C; the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, 104th Congress; the federal Privacy Act of 1974, 5 U.S.C. § 552a, as amended; section 1106 of the Social Security Act, as amended; the Patient Protection and Affordable Care Act of 2010 (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152); the E-Government Act of 2002, as amended; related Centers for Medicare & Medicaid Services and Social Security Administration regulations and policies, as well as other relevant privacy federal statutes, rules, regulations and guidance;
4. Criminal Justice Information records maintained by the Federal Bureau of Investigation Criminal Justice Information Services Division, as well as any other state and federal criminal records information protected by various state and federal statutes. Violations may subject the disclosing party to civil penalties imposed by federal Privacy Act of 1974, 5 U.S.C. § 552a, as amended, for unauthorized disclosure or inspection of criminal record information;
5. Any sensitive information that may be protected pursuant to any other federal or state statutory or regulatory scheme intention to protect information, or by order, resolution or determination of a court or administrative board or other administrative body;
6. Any information that has been designated as confidential and not subject to disclosure pursuant to the Maine Freedom of Access Act (1 MRSA § 400 et seq.); and
7. Any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of the Agreement other than:
 - a) information that is previously rightfully known to Vendor on a non-confidential basis without restriction on disclosure;
 - b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain from a source other than the Vendor, OIT or any agency, instrumentality or political subdivision of the State of Maine Government, provided that such source is not bound by a confidentiality agreement or is not otherwise prohibited from transferring the information to the Vendor by a contractual, legal or fiduciary duty; or
 - c) information that is independently developed by the Vendor without the use of or benefit from Confidential Information and such independent development can be documented by the Vendor.

D. Electronic Information

“Electronic Information” is defined as information or data produced or stored by electronic, digital, or similar means.

E. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

F. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

2. Duty to Protect Confidential Information.

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential, and must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential (e.g., standards established by the National Institute of Standards and Technology). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of or has been disclosed to an unauthorized person or entity.

3. Discovery and Notification of Breach of Confidential Information

In the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call ([207-624-7700](tel:207-624-7700)) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

OIT Vendor Confidentiality & Non-Disclosure Agreement with IRS Pub 1075 Language- FORM B

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

4. Written Report

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5. Notification to individuals.

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

6. Press Releases.

The Vendor shall not issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her Contract or engagement under this Agreement- nor shall Vendor authorize or permit any other person or entity to do so - without the prior express written permission of OIT. Vendor shall immediately refer any media requests or other requests for information to the Director of Communications, Department of Administrative and Financial Services (207) 624-7800.

7. Use Restriction.

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any reason or purpose other than as strictly necessary in regard to the performance of the Services. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

8. Security Obligations Regarding Confidential Information.

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract or conveyed to him/her during the course of the Agreement. The Vendor agrees to:

- A. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Continually monitor its operations and take any action necessary to assure that Confidential Information is safeguarded in accordance with OIT policies and standards and all applicable federal and state laws and regulations;
- C. Unless otherwise authorized by OIT, not to store Confidential Information on personal (i.e., non-OIT / non-Vendor) computing or other electronic or mobile storage devices or taken or removed in any form from OIT;
- D. Comply with all applicable federal and State laws and regulations;
- E. Comply with all OIT policies and procedures including but not limited to those that provide for accessing, protecting and preserving State assets;
- F. Hold all Confidential Information in the strictest confidence;
- G. Make reasonable efforts to comply with any request by OIT to conduct an audit, including a request to audit the Vendor's third-party or contractor work;
- H. Not to intrude upon, disrupt or deny services to OIT; and
- I. Use only those access rights granted by OIT.

9. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property.

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored on any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, vendor agrees to submit to OIT on Vendor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary destroyed, using the form provided in Appendix A.

10. IRS Terms if Federal Tax Information will be Processed or Stored (Per IRS Publication 1075).

To the extent the Vendor's (referred to in this section as the "Contractor") performance under the Contract involves the processing or storage of Federal tax information, then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard or requirements set forth in this Contract:

A. PERFORMANCE:

In performance of the Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

1. All work will be done under the supervision of the Contractor or the Contractor's employees.

OIT Vendor Confidentiality & Non-Disclosure Agreement with IRS Pub 1075 Language- FORM B

2. The Contractor and the Contractor's employees with access to or who use Federal tax information must meet the background check requirements defined in IRS Publication 1075.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
8. No work involving Federal tax information furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
10. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

B. CRIMINAL/CIVIL SANCTIONS:

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to

OIT Vendor Confidentiality & Non-Disclosure Agreement with IRS Pub 1075 Language- FORM B

know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431, and set forth at 26 CFR 301.6103(n)-1.

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Prior to Contractor having access to Federal tax information, Contractor shall certify that each Contractor employee or other individual with access to or who use Federal tax information on Contractor's behalf pursuant to this Contract understands the State's security policy and procedures for safeguarding Federal tax information. Contractor's authorization to access Federal tax information hereunder shall be contingent upon annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification, and at least annually afterwards, Contractor will be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075, Section 10). For both the initial certification and the annual certification, the Contractor must sign a confidentiality statement certifying its understanding of the security requirements.

C. INSPECTION:

The IRS and the State, with 24 hours' notice, shall have the right to send its officers, employees, and inspectors into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. for compliance with the requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit Federal tax information. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

11. Termination.

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's services, or, (c) termination of the Vendor's Contract, whichever occurs first.

OIT Vendor Confidentiality & Non-Disclosure Agreement with IRS Pub 1075 Language- FORM B

12. Remedies.

In the event of any breach or threatened breach of this Agreement, the State of Maine shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to seek redress for such breach, prevent further breaches and to be fully compensated (including litigation costs and reasonable attorney’s fees) for losses or damages resulting from such breach. The Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality is a remedy available to the State of Maine.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

14. Entire Agreement.

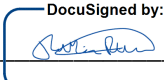
This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement is intended to be read in harmony with any other confidentiality and non-disclosure provisions contained within the Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

[Name of Vendor]:

State of Maine
Office of Information Technology:

By: Mary Beth Walsh

By: 

Printed: MaryBeth Walsh

Printed: Fred Brittain

Title: Assistive Technology Specialis

Title: CIO

Date: May 1, 2020

Date: 5/4/2020

Address: 91J Auburn St. #1182
Portland, ME 04103

Address: 51 Commerce St.
Augusta, ME 04330

APPENDIX A

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED _____

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and Mainely Access (“Vendor”) dated _____, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

Description of *destroyed* Confidential Information, electronic information or tangible property:

Mary Beth Walsh
Vendor Signature

Mary Beth Walsh
Vendor Name

May 1, 2020
Date

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		DAFS/OIT/ Client and Infrastructure Services	
Department Contract Administrator or Grant Coordinator:		Fred Brittain, CIO	
(If applicable) Department Reference #:			
Amount: (Contract/Amendment/Grant)	\$ 0.00 Based on Usage	Advantage CT / RQS #:	MA 18P 150911*44
CONTRACT	Proposed Start Date:		Proposed End Date:
AMENDMENT	Original Start Date:	9/7/2015	Effective Date:
	Previous End Date:	5/31/2020	New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:		Mainely Access, Inc. 91J Auburn St. #1182 Auburn, ME 04103	
Brief Description of Goods/Services/Grant:		Assistive Technology Needs	

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

	A. Competitive Process		G. Grant
X	B. Amendment		H. State Statute/Agency Directed
X	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

Services to be performed on an as-needed basis by the Department requesting services:

- Functional Assistive Technology evaluations for individuals;
- Assessment of State facilities and public spaces;
- Recommend Assistive Technology IT hardware and software based on evaluated need;
- Procurement and implementing recommended hardware and software;
- Training for individuals with Assistive Technology needs and other State staff; and
- Post-implementation support and maintenance.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

The state does not have the resources to provide this service.

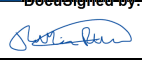

3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

The award to Mainely Access, Inc. was based on an RFP and the rates are fair and reasonable

4. Describe the plan for future competition for the goods or services.

The Office of Information Technology is extending MA 18P 150911*44 with the intention of fresh RFP by the end of this amendment.

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	<i>By signing below, I signify that I approve of this procurement request.</i>		
	<small>DocuSigned by:</small> 		
Printed Name:	Frederick Brittain, CIO	Date:	4/30/2020
Signature of DAFS Procurement Official:	<small>DocuSigned by:</small> 		
Printed Name:	Justin Franzose	Date:	5/8/2020