State of Maine

Master Agreement

Effective Date: 10/01/16
Expiration Date: 06/30/21

Master Agreement Description: Shredding Services - STATEWIDE

Buyer Information
Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Issuer Information
Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

Requestor Information
Martha Kluzak 207-287-5837 ext. martha.kluzak@maine.gov

Agreement Reporting Categories

Reason For Modification: Renewal #2 - Final Renewal Period

Authorized Departments
ALL

Vendor Information

Vendor Line #: 1

Vendor ID VC0000217101
Vendor Name SHREDSAFE LLC
Alias/DBA SHREDDING ON SITE

Vendor Address Information
78 RICE ST
BANGOR, ME 04401
US
Vendor Contact Information
DARLENE EMMONS
207-990-4636 ext.
DEMOMS@RMCMAINE.COM

Commodity Information

Vendor Line #: 1
Vendor Name: SHREDSAFE LLC
Commodity Line #: 1
Commodity Code: 96227
Commodity Description: Shredding Services, Paper, Microfiche. Microfilm. ECT.
Commodity Specifications: Enter Unit by the LBS per invoice.
Commodity Extended Description: Enter Unit by the LBS per invoice. The Provider will provide shredding services of paper, printed material, microfiche, microfilm Media, plastics, tapes, CD's to ALL State of Maine Departments and facilities statewide. An estimated 60,000 pounds of material is expected to be handled per month however the Provider is to shred all State of Maine generated material regardless if the actual amount is more or less than the estimate. All materials shredded by the Provider will be treated as confidential material.

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Delivery Days: Free On Board

Contract Amount: 0.00
Catalog Name: SOS Shredding Services
Discount: 0.0000 %
Discount Start Date: 10/01/16
Discount End Date: 06/30/21

Commodity Information

Vendor Line #: 1
Vendor Name: SHREDSAFE LLC
Commodity Line #: 2
Commodity Code: 96227
Commodity Description: Service Line for Shredding
Commodity Specifications: Enter total invoice amount
Commodity Extended Description: Enter total invoice amount

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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.

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<tr>
<th>State of Maine - Department of Administrative and Financial Services</th>
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<td><strong>Jaime C. Schorr, Chief Procurement Officer</strong></td>
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<tr>
<th>Vendor</th>
<th>ShredSafe, LLC dba Shredding On Site</th>
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<td><strong>Ryan Lynch</strong>, <strong>Vice President</strong></td>
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<td><strong>Signature</strong></td>
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Print Representative Name and Title
This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine

DEPARTMENT: Dept. of Administrative and Financial Services, Division of Procurement Services

Address: 9 State House Station
City: Augusta, State: ME, Zip Code: 04333

PROVIDER:
Shredsafe LLC dba Shredding on Site

Address: 78 Rice Street
City: Bangor, State: ME, Zip Code: 04401

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 Admin. & Financial Services, Division of Procurement Services

ShredSafe LLC

Jaime Schorr, Chief Procurement Officer
Date 6/29/2020

Ryan Lynch, Vice President
Date 6/29/2020

Amendment rev. May 2020

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.
The contract is hereby amended as follows: (Check and complete all that apply)

☒ Amended Period:
Original Start Date: 10/1/2016  
Current End Date: 6/30/2020
Amendment Start Date:  
New End Date: 6/30/2021
Reason: 2nd Renewal Period per RFP #201604083

☐ Amended Contract Amount:
Amount of Adjustment: $  
New Contract Amount: $  
Reason:

☐ Amended Scope of Work:
The Scope of work in Rider A is amended as follows:

☒ Other:
Describe the Changes:  Updated Certificates have been attached as well as a price list covering the renewal period of 7/1/2020 through 6/30/2021. There are no changes to pricing.

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

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

BY AGREEMENT of both parties this 25th day of, May 2018, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services, Division of Procurement Services hereinafter called “Department,” and SHREDSAFE LLC, dba Shredding On Site hereinafter called “Provider,” is hereby amended as follows:

1. The termination date is adjusted from 6/30/18 to 6/30/20  
   (old service to date) (new service to date)  
   
   **Reason:** Renewal Option #1 per MA 1610250000000000000046 and RFP# 201604083

2. Pricing has increased. The price per lb. for paper and printed material is increasing from $0.04 per lb. to $0.05 per lb. and the price per lb. for microfiche, microfilm media, plastics, tapes, CD’s has increased from $0.15 per lb. to $0.95 per lb.

   **Reason:** See attached spreadsheet for current pricing.

3. Agreement Administrator (Rider B, Paragraph 6) is to be amended as follows:

   **Name:** Debbie Jacques, Procurement Analyst II, **Phone:** 207-624-7890 **Email:** Debbie.Jacques@maine.gov

All other terms and conditions of the original contract dated 8/31/16 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.

**Provider:** ShredSafe LLC  
**By:** Ryan Lynch, Vice President  
**Signature:**  
**Date:** 6/4/18

and

**Department of Administrative & Financial Services**  
**By:** Laurie A. Andre, Director, Division of Procurement Services  
**Signature:**  
**Date:** 6/6/18

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 Procurement Services.

**Department number and Master Agreement (MA #):** 18P 1610250000000000000046  
**Vendor Code:** VC0000217101  
**New Service Date:** June 30, 2020

Revised 10/2017
STATE OF MAINE  
Department of Administrative & Financial Services  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 14th day of September, 2017, the Contract for Shredding Services between the State of Maine, Department of Administrative & Financial Services, Division of Purchases hereinafter called “Department,” and SHREDSAFE LLC, DBA Shredding On Site hereinafter called “Provider,” is hereby amended as follows:

1. The termination date is not being adjusted.

2. The Scope of Services in Rider A is amended as follows: Federal Tax Information (FTI) material shredding requirements and pricing structure is being added.


All other terms and conditions of the original contract dated 8/31/16 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.

Shredsafe LLC

By: [Signature] Ryan Lynch, Vice President

Date: 9/14/2017

and

Department of Administrative & Financial Services, Division of Purchases

By: [Signature] William J.E. Allen, Contract Grant Specialist

Date: 9/14/2017

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 an Approval Cover Page from the Division of Purchases.

Form Revised 11/2016
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
Master Agreement to Purchase Services

THIS AGREEMENT, made this 31st day of August, 2016, is by and between the State of Maine, Department of Administrative & Financial Services, Division of Purchases, hereinafter called “Department,” and SHREDSAFE LLC, DBA Shredding On Site, located at 78 Rice Street, Bangor, ME 04401 telephone number 207-990-4636, hereinafter called “Provider”, for the period of October 1, 2016 to June 30, 2018. Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, a two (2) year period and a one (1) year period. Optional renewal periods will be at the Department’s discretion.

This Master Agreement is the direct result of RFP# 201604083, Shredding and Confidential Materials Destruction Services.

The AdvantageME Vendor/Customer number of the Provider is VC0000217101

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, E, and/or F - (At Department’s Discretion)
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 1 original copy.

Department of Administration & Financial Services
Division of Purchases

By: [Signature]
Kevin M. Scheier, Director, Division of Purchases and
ShredSafe LLC

By: [Signature]
Ryan Lynch, Vice President

Approved: [Signature]
Chair, State Purchases Review CommitteeBP54 (Rev 1/12)
RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This Master Agreement is the direct result of RFP# 201604083, Shredding and Confidential Materials Destruction Services which was awarded to Shredding on Site. On October 1, 2016 the selected contracting business was sold to ShredSafe LLC who agrees to provide the services based on this contract’s specifications and terms and conditions.

**Overview:** The Provider will provide shredding services of paper, printed material, microfiche, microfilm Media, plastics, tapes, CD’s to ALL State of Maine Departments and facilities statewide. An estimated 60,000 pounds of material is expected to be handled per month however the Provider is to shred all State of Maine generated material regardless if the actual amount is more or less than the estimate. All materials shredded by the Provider will be treated as confidential material.

**Period of Performance:**

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<tr>
<th>Period</th>
<th>Start Date</th>
<th>End Date</th>
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<tr>
<td>Initial Period of Performance</td>
<td>10/1/2016</td>
<td>6/30/2018</td>
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<tr>
<td>Renewal Period #1</td>
<td>7/1/2018</td>
<td>6/30/2020</td>
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<tr>
<td>Renewal Period #2</td>
<td>7/1/2020</td>
<td>6/30/2021</td>
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**Contact Person:** Ryan Lynch will be the contact person to set up accounts and address any and all issues pertaining to the service provided through this Master Agreement.

Name: Ryan Lynch Office Phone: 207-990-4636
Email: sos@rmcmaine.com

**Service Specifications:**

1. Provide proof of bonded and fully insured destruction services for all grades of material, as well as destruction services for other media containing confidential information.
2. Provider will perform background checks on all Provider employees handling material and provide documentation upon request.
3. Provider employees will display a picture identification at all times.
4. Shredding will be performed in mobile shredding units. Plant-based operations are permitted so long as the Provider maintains a documented secure process from pick-up through destruction.
5. Provider will supply locked containers with keys which have a sixty-four (64) gallon capacity as requested for each service location and at no charge to the Department. The number of bins and the configuration of keys will be determined by the needs of each individual facility.
6. All paper or printed materials will be shredded using one or a combination of the following:
   a. Continuous Shred: maximum width five-eighth inch (5/8”), no specification on length
   b. Cross-Cut or Pierce and Tear: maximum width three-fourths inch (¾”), maximum length two and one-half inch (2½”)
   c. Disintegrator, Hammermill or Pulverizer: maximum screen size two inch (2”) diameter
7. Microfiche or microfilm media will be destroyed to one-eighth inch (1/8”) diameter maximum particulate size or less.
8. Computer disks or cartridges will be destroyed to ensure that no confidential information may be acquired.
9. The Provider will issue a monthly invoice for each State of Maine Department serviced. The invoice will include the name of the Department, date of service, physical location address, type of material(s)
shredded, number of pounds by type, cost per pound and a total.
10. Along with each invoice the Provider will provide a Certificate of Destruction.
11. **ADDED Sept. 14, 2017** - Federal Tax Information (FTI) paper materials are to be immediately shredded onsite, then re-shredded offsite within one week with the final effect being 5/16 inch wide or smaller strips. Paper should be inserted so that the lines of print are perpendicular to the cutting line; FTI microfilm and microfiche should be shredded to effect a 1/35- inch by 3/8- inch strips, in compliance with IRC 6103(p)(4)(F) Section 8.3.

**Contracted Prices:** The fixed all-inclusive cost per pound is:

- $0.03 per lb. for paper and printed material **through October 25, 2016**
- $0.04 per lb. for paper and printed material
- $0.15 per lb. for microfiche, microfilm media, plastics, tapes, CD’s

**ADDED Sept. 14, 2017** - $1,500.00 or $0.75 per lb. per occurrence whichever is greater for FTI Material

Prices are to be inclusive of all costs associated with providing shredding services including all handling, freight and recycling of material and must remain firm for the duration of the contract.

**Using Facilities:** All State of Maine Departments and all associated statewide facilities will be covered by this Master Agreement. Locations, number of bins, and frequency of services may be added or removed, as required and requested by each Department. Provider will periodically review delivery schedules and recommend most efficient number of bins per facility and frequency of service schedules. Departments can deny recommended changes based on operational needs or if they are required to have material shredded more frequently due to Department, State or Federal law, policy, rule or statute.

**Location and Facility Setup:** Each using Department will set up servicing locations and individual facility requirements within the Service Specifications listed above. Each using Department will have their own addresses where invoices are to be sent.

**Reports:** The provider shall submit all data and reports to any State of Maine Department for its serviced facilities upon request.

**Quarterly Report:** The Division of Purchases requires a quarterly report of sales within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce the quarterly report which must include the dollar value of services provided broken down by Department as well as the total dollar value of all services provided by all Departments. Submit the report by fax or email to: Fax: 207-287-6578   Email: wje.allen@maine.gov

**NAID Certification:** Provider must supply proof of NAID certification for Information Destruction annually on or before June 30 to the Agreement Administrator.
RIDEB
METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT Using Departments will pay monthly invoices for services rendered.

2. INVOICES AND PAYMENTS Each using Department will pay the Provider as they receive and verify invoices. Invoices will be sent to individual Department billing addresses. 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, quarterly reports, correspondence and related submissions from the Provider shall be submitted to:

Name: William Allen, Contract Grant Specialist Phone 207-627-7871 Email: wje.allen@maine.gov

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 hereunder.
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

None
RIDER D
ADDED Sept. 14, 2017
Additional Language for Federal Tax Information (FTI) Material Destruction

I. CONFIDENTIALITY AND PERFORMANCE

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

1. All work will be performed under the supervision of the Provider or the Provider's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available 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 this contract. Inspection by or disclosure to anyone other than an officer or employee of the Provider is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service (IRS).
5. The Provider will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
6. The Provider agrees that the safeguard provisions of this agreement apply to Federal and State tax returns and return information and to other State information such as DOL (Department of Labor), BMV (Bureau of Motor Vehicles) and Secretary of State.
7. The Provider must require all officers and employees engaged in the contract to read and sign confidentiality statements provided by the Department. The signed statements must be delivered to the Agreement Administrator.
8. To ensure that the confidentiality of taxpayer information is protected from any type of disclosure, the Provider must require all of its officers and employees engaged in the contract to complete confidentiality training, to be provided by the Department, before performing any work and at least annually thereafter.
9. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
10. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
11. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
12. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).
13. The Department requires background checks for Provider staff assigned to the project whose job responsibilities require access to confidential state or federal taxpayer data.
14. The Department will have the right to void the contract if the Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Any person who violates 36 MRSA, Section 191, shall be guilty of a Class E crime in the State of Maine.

2. Any further disclosure of federal tax returns or federal tax information inadvertently or purposely obtained as a result of or in contravention of this contract is governed by the Provider’s obligation to act in accordance with the following:

   a) 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.

   b) 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 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.

   c) Additionally, it is incumbent upon the Provider 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 providers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a provider, who by virtue of his/her employment or official position, has possession of or access to agency 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.
d) Granting a provider access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Providers must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, providers should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). 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 Section 10) For both the initial certification and the annual certification, the Provider should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Department shall have the right to send its officers and employees into the offices and plants of the Provider for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Provider is found to be noncompliant with contract safeguards.
RIDER E
Not Required: For use at Department’s Discretion

RIDER F
Not Required: For use at Department’s Discretion

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

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

- [X] United States. Please identify state: ME
- [ ] Other. Please identify country: 

Notification of Changes to the Information
The Provider agrees to notify the Division of Purchases of any changes to the information provided above.
Appendix A

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

BID COVER PAGE and DEBARMENT FORM

Bidder’s Organization Name: ShredSafe, LLC dba Shredding On Site
Chief Executive - Name/Title: Ryan Lynch, Vice President
Tel: 207-990-4636       Fax: 207-942-4034       E-mail: rjlynch@rmcmaine.com
Headquarters Street Address: 78 Rice Street
Headquarters City/State/Zip: Bangor, ME 04401

(provide information requested below if different from above)
Lead Point of Contact for Bid - Name/Title: Ryan Lynch, Vice President
Tel: 207-990-4636       Fax: 207-942-4034       E-mail: rjlynch@rmcmaine.com
Street Address: 78 Rice Street
City/State/Zip: Bangor, ME 04401

By signing below Bidder affirms:
• Their bid complies with all requirements of this RFQ;
• This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
• That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal;
• That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
• The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

<table>
<thead>
<tr>
<th>Name: Ryan Lynch</th>
<th>Title: Vice President</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature: [Signature]</td>
<td>Date: 6/12/2020</td>
</tr>
</tbody>
</table>
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

<table>
<thead>
<tr>
<th>Name: Ryan Lynch</th>
<th>Title: Vice President</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature: [Signature]

Date: 6/12/2020
SCHEDULE A – RATES & SERVICES

Provided To: State of Maine – All Departments and Agencies
Effective Dates: July 1, 2020 to June 30, 2021 – Renewal Period #2

RECURRING DOCUMENT DESTRUCTION PROGRAM:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Document Destruction Program – On-Site Service</td>
<td>$0.05</td>
<td>Per Pound</td>
</tr>
<tr>
<td>- Regulatory Compliance through NAID AAA Certified Mobile Destruction Service</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Locked 64/96 Gallon Containers and Executive Office Consoles</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- 3rd Party Security Audits – Including Random, Unannounced Audits</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Uniformed, Trained Employees – Screened, Drug Tested, Security/HIPAA Trained</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Bar-Code Tracked, Locked Shredding Containers</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Scheduled Recurring Service Stops</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Detailed Departmental Billing &amp; Work Order History</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Usage Reports by Location &amp; Department (w/ Volumes Shred &amp; Recycled)</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>- Discounted Rates for Purge Projects</td>
<td>INCLUDED</td>
<td></td>
</tr>
</tbody>
</table>

**On-Site Shredding Service Program rate per pound is based on Customer’s agreement to maintain its Shredding Program Pricing based on a minimum monthly volume of 45,000 pounds; otherwise, tiered rate structure may apply for volumes less than 45,000 pounds per month, excluding non-regularly scheduled purge projects or any reduction directly caused by Company or its operations. Shredding On Site may adjust service frequencies and scheduling at any time based on bin utilization and service requirements by department and/or location.**

**Effective January 1, 2020 or upon renewal: At time of service shredding operators will determine if the shredding bin is up to 25%, 50%, 75% or 100% full, mark it as such on the work order, and then shred the contents of the bin. The amount charged for the fractional utilization will be calculated using the current “by the pound” rate and the equivalent fractional weight of an average full bin at 280 Lbs (tared), which will be reflected on the monthly invoice and reporting.**

CERTIFIED DESTRUCTION SERVICES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Per Unit</th>
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</thead>
<tbody>
<tr>
<td>Hard Drive Destruction – On-Site with Mobile Shredding Truck <strong>NEW</strong></td>
<td>$5.00</td>
<td>Hard Drive</td>
</tr>
<tr>
<td>Hard Drive Destruction – Off-Site at Secure Destruction Facility</td>
<td>$0.95</td>
<td>Pound</td>
</tr>
<tr>
<td>Electronic Media Destruction – Off-Site at Secure Destruction Facility</td>
<td>$0.95</td>
<td>Pound</td>
</tr>
<tr>
<td>- Shredding, Microfiche, Microfilm Media, Plastics, Tapes, CDs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shredding Container Lease (Purge Projects)</td>
<td>$10.00</td>
<td>Container/Month</td>
</tr>
<tr>
<td>Labor For Purge Projects</td>
<td>Quoted Upon Request</td>
<td></td>
</tr>
</tbody>
</table>

*Transportation charges for off-site destruction services may apply.

**X** OPT OUT OF CPU AND HARD DRIVE SERIAL NUMBER RECORDATION (Check if applicable)

By checking the above and signing this agreement, Client OPTS OUT of CPU/Hard Drive Serial number recordation.
Records Management Center/Shredding On Site

is Hereby Granted NAID AAA Certification
by the National Association for Information Destruction

The National Association for Information Destruction (NAID®) is the non-profit trade association recognized globally as the secure data destruction industry’s standards setting and oversight body.

The certificate holder has met the rigorous requirements of the NAID AAA Certification program and demonstrated through announced and unannounced audits that its security processes, procedures, systems, equipment, and training meet the standards of care required by all known data protection regulations.*

As a result, NAID AAA Certification also serves to meet all data controller vendor selection due diligence regulatory requirements.

Valid Through: 31 August 2020

Robert J. Johnson
NAID AAA Certification Program Official

*NAID AAA Certification specifications are regularly evaluated/amended as necessary and service provider compliance is verified to ensure ongoing conformance with all known data protection regulations including The Privacy Act (Australia), GDPR (Europe), HIPAA, GLBA, FACTA, State-level requirements (USA), and PIPEDA. PIPA, PHIPA (Canada) in their relevant jurisdiction(s), as well as with related risk assessment, incident reporting and data breach reporting procedures and training as required therein or separately.
**CERTIFICATE OF LIABILITY INSURANCE**

**Cross Insurance**
491 Main Street
P.O. Box 1388
Bangor, ME 04401

**Kelly Burpee, CPCU, AAI**
(207) 947-7345
kburpee@crossagency.com

**Lynco, Inc.**, Lynch Logistics, Inc. et al
ShredSafe LLC/Shredding on Site & Central Maine Transport
78 Rice Street
Bangor, ME 04401

**Travelers Ins. Co.**
Maine Employers Mutual Insurance Co

**CL199699044**

**LOC**

<table>
<thead>
<tr>
<th>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</th>
</tr>
</thead>
</table>

**CERTIFICATE HOLDER**

State of Maine
9 State House Station
Augusta, ME 04333

**AUTHORIZED REPRESENTATIVE**

K Burpee, CPCU, AAI/K

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**Coverages**

<table>
<thead>
<tr>
<th>AQ</th>
<th>Commercial General Liability</th>
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<tr>
<td></td>
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<tr>
<td></td>
<td>GENL Aggregate Limit Applies Per:</td>
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<tr>
<td></td>
<td>Policy: X Prod, X Loc</td>
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<td></td>
<td>Other:</td>
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<table>
<thead>
<tr>
<th>B</th>
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<tbody>
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<td>Any Auto:</td>
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<tr>
<td></td>
<td>Autos Only: X Sched</td>
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<tr>
<td></td>
<td>Hired:</td>
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<tr>
<td></td>
<td>Autos Only: X Non-Owned</td>
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<tr>
<td></td>
<td>Umbrella Liab: Occur</td>
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<tr>
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<td>Excess Liab: Claim-Made</td>
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<td>Ded:</td>
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<td>Retention: $</td>
</tr>
</tbody>
</table>

| Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |

**Certificate Holder**

State of Maine
9 State House Station
Augusta, ME 04333

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

[Signature]

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