



IT MASTER AGREEMENT AMENDMENT

DATE: 6/28/2026	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: CT/MA 18P 170330*0111	ITP#: 266647
DEPARTMENT AGREEMENT #:	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 51 Commerce Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: MPX		
ADDRESS: 2301 Congress Street, Portland, ME 04102		
CITY: Portland	STATE: ME	ZIP CODE: 04102
PROVIDER'S VENDOR CUSTOMER #: VC0000109268		

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

Department Representative:

6/25/2026
 BY: **Laura A. Fortman, Commissioner**
 Date

DAFS – Office of Information Technology:

DocuSigned by:
6/25/2026
 BY: **Nicholas Marquis, CIO** Date

Provider Representative:

Signed by:
6/24/2026
 BY: **Ryan Jackson, CEO**
 Date

DAFS – Office of State Procurement Services:

DocuSigned by:
6/29/2026
 BY: **Nancy Tan, IT Procurement Director** Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

☐	Amended Period	Original Start Date:	MA Amendment Start Date:
		Current End Date:	New End Date:
		Reason:	
☐	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
☐	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
☒	Other	Describe the Changes: Rider A, B-IT, and D are updated. Rider A, Item K, and Rider D are amended by replacing the current Rider A, Item K, and Rider D (Version 4) with attached amended sections. Rider B-IT, Item 4, is revised as follows: Change the Agreement Administrator from Laura Boyett to: Suzan McKechnie, Bureau Director, 45 Commerce Drive, Augusta, ME 04330; Telephone: 207-621-5126; Email: Suzan.C.McKechnie@Maine.gov Change the Program Administrator from Nelson Peters to: Brenda Lamb, Team Leader, 45 Commerce Drive, Augusta, ME 04330; Telephone: 207-621-5128; Email: Brenda.W.Lamb@Maine.gov	

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

STATE OF MAINE | IT MA AMENDMENT

ATTACHMENT A: CHANGES TO MA TERMS AND CONDITIONS

Rider B-IT Section 21. Non-Appropriation is amended to read as follows:

21. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract. ~~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.~~

Rider B-IT Section 48. Cybersecurity and Prohibited Technologies is added:

48. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

Rider B-IT Section 49. Tariffs is added:

49. TARIFFS. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

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Replace Rider A, Item K with the following:

K. MPX will perform the service of document pulls. Client will e-mail MPX account manager periodically for pulls and production will securely destroy those pulls or forward to the address. Every 15 pulls (correspondence) for a single job will be charged a pull fee. See Rider D for current pricing.

When a single job consists of more than 15 pulls (correspondence) MPX and the Department reserve the right to request an updated file be delivered to MPX, excluding the “pulled” correspondence.

STATE OF MAINE | IT MA AMENDMENTRider D (Version 5)
MPX Price List

State of Maine DOL Fulfillment Price Grid		Price List Dated 6/28/2026
<i>Required Service Levels for Postal Delivery</i>		
Augusta, Central Maine area		One Business Day
Within Maine outside of Augusta Central Maine Area		Two Business Days
Outside Maine		Three Business Days
<i>Required Service Levels for Printing</i>		
MDOL		One Business Day
Item (per month base package quantity)	Price Ea.	Detail
Envelope Mailer - Base Package above 1,100,001	0.1066	Includes #10 double window envelope, Insertion and Mailing Service (defined as all work required to prepare mail and submit it into the mail stream.)
Envelope Mailer - Base Package 1,100,000-900,000	0.1078	
Envelope Mailer - Base Package 899,999-750,000	0.1090	
Envelope Mailer - Base Package 749,999-500,000	0.1101	
Envelope Mailer - Base Package 499,999-100,000	0.1135	
Envelope Mailer - Base Package 99,999-1	0.1244	
Pressure seal letter		
Pressure Seal Letter - Base Package above 1,100,001	0.1635	Includes Pressure Seal Stock, Insertion and Mailing Service
Pressure Seal Letter - Base Package 1,100,000-900,000	0.1599	
Pressure Seal Letter - Base Package 899,999-750,000	0.1611	
Pressure Seal Letter - Base Package 749,999-500,000	0.1623	
Pressure Seal Letter - Base Package 499,999-100,000	0.1635	
Pressure Seal Letter - Base Package 99,999-1	0.1705	

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Impression 1/1 (price for one impression on a duplex printed sheet of paper)		
Impression 1/1 over 1,000,001	0.0214	Includes 20# white paper and one mono impression
Impression 1/1 1,000,000-750,000	0.0219	
Impression 1/1 749,999-600,000	0.0225	
Impression 1/1 599,999-100,000	0.0226	
Impression 1/1 99,999-1	0.0249	
Impression 1/0 (Price for one sheet with impression on one side only)		
Impression 1/0 over 1,000,001	0.0314	Includes 20# white paper and one mono impression
Impression 1/0 1,000,000-750,000	0.0316	
Impression 1/0 749,999-600,000	0.0317	
Impression 1/0 599,999-100,000	0.0321	
Impression 1/0 99,999-1	0.0373	
Impressions 4/4 – Under 100,000	0.1118	Includes 20# white paper and one color impression
Envelope Mailer - Check Package	0.2535	Includes #10 double window envelope, check stock, Insertion and Mailing Service
Envelope Mailer - Flat 9x12 Envelope Upcharge	1.0661	Added to Base Package price
Return Envelope	0.0327	Unit cost to add a return envelope to some mail packages
USPS PO Box Rental When invoicing Department for Post Office Box renewal, <i>the renewal document from the Post Office must be included with the MPX invoice to MDOL.</i>	Current USPS Rate	This annual fee is charged by USPS to MPX for usage of BUC return mail. The fee charged is based on current USPS fees and may be subject to change by the USPS.
Return Mail Processing	0.336	Each
Manual Pulls (up to 15 pulls per job)	42.00	For each pull request up to 15 documents; requests in excess of 15 documents will be billed additional pull charges
Delivery Fee	52.50	Includes unscheduled delivery request from MPX to MAINE DOL
Monthly Hosting Fee	550.00	Significant pre-press processing labor to ensure processing is completed with each file.

STATE OF MAINE | IT MA AMENDMENT

Programming	135.00	Hourly fee for specialty print requests. Number of hours will be clearly indicated in quotes from MPX.
Technical Support	60.00/hr	Hourly rate for technical support to resolve bad data, execute test files, or other services required from our support team.
Daily PDF Uploads	0.0066	Per Rider C, Page 2, PDF's will be destroyed after 90 days, while retaining record of the transactions
Expedited (Rush) Fee –	20% of the normal cost of the particular order that is being rushed through	Guaranteed same day mailing for a particular mailing.

Examples:

- 5) Impression 1/0 – rate is based on one impression with a 20# sheet of plain white paper. The cost of single sided print w/paper (volume 99,999 -1) is \$0.0373.
- 5) Impression 1/1 – rate is based on 2 mono (black and white) impressions with one 20# sheet of plain white paper. Rate in the table above is one impression, therefore the cost of a duplex print sheet (under 100K) is $\$0.0249 + \$0.0249 = \$0.0498$
- 5) Impression 4/4 – rate is based on 2 color impressions with one 20# sheet of plain white paper. Rate in the table above is one impression, therefore the cost of a duplex print sheet (under 100K) is $\$0.1118 + \$0.1118 = \$0.2236$
- 5) Sample fee for Envelope mailing (no postage) with two simplex impressions and two sheets of 20# white paper in Black and white (volume 99,999-1) = $(\$0.0373 \times 2) + \$0.1244 = \$0.199$
- 5) Sample fee for Envelope mailing (no postage) with two duplex impressions on one sheet of 20# white paper in Color (volume 99,999-1) = $(\$0.1118 \times 2) + \$0.1244 = \$0.348$

STATE OF MAINE | IT MA AMENDMENT

MPX Postage Rates
Effective 7/13/2025

First Class Letters

Weight Class	MPX RATE (200+ pcs)*	MPX RATE (1-199 pcs)*
1 ounce	0.670	0.740
2 ounce	0.670	0.740
3 ounce	0.670	0.740
3.5 ounce	0.670	0.740

First Class Flats

Weight Class	MPX RATE (200+ pcs)*	MPX RATE (1-199 pcs)*
1 ounce	1.521	1.630
2 ounce	1.791	1.900
3 ounce	2.061	2.170
4 ounce	2.331	2.440
5 ounce	2.611	2.720
6 ounce	2.891	3.000
7 ounce	3.171	3.280
8 ounce	3.451	3.560
9 ounce	3.731	3.840

Full Rate First Class Flats**

Weight Class	FULL RATE
10 ounce	4.140
11 ounce	4.440
12 ounce	4.740
13 ounce	5.040

*Postage rates are based on number of pieces per lot.

**Flats in excess of 9 ounces must mail at full rate.

These rates are current as of April 23, 2026 and are subject to change based on official rate updates from the USPS.

STATE OF MAINE | IT MA AMENDMENT

MPX Other Service Rates

One-off (special print jobs) jobs pricing is based on individual quotes provided at the Department's request. Quote requests will be provided in writing (via e-mail) to MPX by the Department. The quotes (provided by MPX) must include any and all charges and fees associated with the "one-off" requested.



IT CONTRACT AMENDMENT

DATE: 12/30/2024	AMENDMENT AMOUNT: \$ 0.00
ADVANTAGE CONTRACT #: MA 18P 17033000000000000111	
DEPARTMENT AGREEMENT #: N/A	

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Labor		
ADDRESS: 45 Commerce Street		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: MPX		
ADDRESS: 2301 Congress Street		
CITY: Portland	STATE: ME	ZIP CODE: 04102
PROVIDER'S VENDOR CUSTOMER #: VC0000109268		

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

Department Representative:

DocuSigned by:

 67D15EE2863B4ED...
 BY: Laura A. Fortman
 Commissioner

1/14/2025

Date

Provider Representative:

Signed by:

 667E3007E143449...
 BY: Ryan Jackson
 Chief Executive Officer

1/14/2025

Date

Department of Administrative and Financial Services, Office of Information Technology:

DocuSigned by:

 A29C99359A37464...
 BY: Nicholas Marquis, CIO

1/15/2025

Date

DAFS – Office of State Procurement Services:

DocuSigned by:

 2A644AF3081F482...
 BY: David Morris, CPO

1/16/2025

Date

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

STATE OF MAINE | IT CONTRACT AMENDMENT

AMENDMENT

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

☒	Amended Period	Original Start Date: 3/1/2017	Amendment Start Date: 3/1/2025
		Current End Date: 2/28/2025	New End Date: 2/28/2027
		Reason: This reflects the second of three renewal periods.	
☐	Amended Contract Amount	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
☐	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
☒	Other	Describe the Changes: Rider B-IT is amended to add Cyber Security Language (see below) All IT policy references in the original November 2018 contract are hereby amended to include the latest policy portfolio, and versions, effective on the date of execution of this Amendment.	

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

Amendment Changes

Rider B-IT is amended to add the following:

48. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: Through the execution of this Contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

Contracts entered into by a state agency in violation of 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be

STATE OF MAINE | IT CONTRACT AMENDMENT

adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

Master Agreement
CT/MA 18P 170330*0111
Amendment #4
Dated 2/24/2023



AMENDMENT

DATE: 2/24/2023

ADVANTAGE CONTRACT #: CT/MA #18P-1703300000000000111

AMENDMENT #4

DEPARTMENT AGREEMENT #: N/A

AMENDMENT AMOUNT: \$ N/A

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

State of Maine DEPARTMENT

DEPARTMENT: LABOR

Address: 45 Commerce Drive

City: Augusta

State: ME

Zip Code: 04330

PROVIDER

PROVIDER: MPX

Address: 2301 Congress Street

City: Portland

State: ME

Zip Code: 04102

Provider's Vendor Customer #: VC0000109268

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 LABOR

MPX

Signature Laura A. Fortman,
Commissioner

Date 2/27/2023

Signature Ryan Jackson, Chief Executive Officer
Date 2-27-23

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:

052B9AC7F56A489...

Mar-03-2023

Frederick Brittain, Chief Information Officer Date

AMENDMENT

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

☒	Amended Period:	Original Start Date: 3/1/2017 Current End Date: 2/28/2023 Amendment Start Date: New End Date: 2/28/2025 Reason: Continued need for printing and mailing services
☐	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:	Reason: Change the Program Administrator from Michelle Heirn to: Nelson Peters, Team Leader, 45 Commerce Drive, Augusta, ME 04330; Telephone: 207-816-0046; e-mail: Nelson.Peters@Maine.gov

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
\$0.00									

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

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

Master Agreement
CT/MA 18P 170330*0111
Amendment #3
Dated 11/30/2021



AMENDMENT

DATE: 11/30/2021

ADVANTAGE CONTRACT #: CT/MA #18P-170330000000000011

AMENDMENT #3

DEPARTMENT AGREEMENT #: N/A

AMENDMENT AMOUNT: \$ N/A

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

State of Maine DEPARTMENT

DEPARTMENT: LABOR

Address: 45 Commerce Drive

City: Augusta

State: ME

Zip Code: 04330

PROVIDER

PROVIDER: MPX

Address: 2301 Congress Street

City: Portland

State: ME

Zip Code: 04102

Provider's Vendor Customer #: VC0000109268

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 LABOR

Signature Laura A. Fortman, Commissioner

Date

4/6/2022

MPX

Signature Ryan Jackson, Chief Executive Officer

Date

4/4/22

Department of Administrative and Financial Services, Office of Information Technology

DocuSigned by:

5/10/2022

Frederick Brittain, Chief Information Officer Date

Amendment rev. July 2019

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

AMENDMENT

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

☐	Amended Period:	Original Start Date: Amendment Start Date: Reason:	Current End Date: New End Date:
☐	Amended Contract Amount:	Amount of Adjustment: \$ Reason:	New Contract Amount: \$
☒	Amended Scope of Work:	The Scope of work in Rider A is amended as follows: Rider A is amended by Adding Addendum 2 that contains a revision to Item K only regarding "Document Pulls."	
☒	Other:	Reason: Rider D is amended by replacing the current Rider D with the attached Rider D (Version 4). Change Agreement Administrator from Patricia O'Brien to: Laura Boyett, Bureau Director, 45 Commerce Drive, Augusta, ME 04330; Telephone: 207-621-5156; e-mail: Laura.Boyett@Maine.gov Change the Program Administrator from Patricia O'Brien to: Michelle Hein, Business Systems Manager, 45 Commerce Drive, Augusta, ME 04330; Telephone: 207-530-0073; e-mail: Michelle.S.Hein@Maine.gov	

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
\$0.00									

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

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

Rider A. Addendum 2

- K. MPX will perform the service of document pulls. Client will e-mail MPX account manager periodically for pulls and production will securely destroy those pulls or forward to the address. Every 15 pulls (correspondence) for a single job will be charged a fee of \$40.00. See Rider D.

When a single job consists of more than 15 pulls (correspondence) MPX and the Department reserve the right to request an updated file be delivered to MPX, excluding the "pulled" correspondence.

Rider D (Version 4)**MPX Price List Dated 12/1/2021.**

State of Maine DOL Fulfillment Price Grid		
Required Service Levels for Postal Delivery		
Augusta, Central Maine area	One business day	
Within Maine outside of Augusta Central Maine area	Two business days	
Outside Maine	Three business days	
Required Service Levels for Printing		
MDOL	One business day	
Item (per month quantity)	Price Ea.	Detail
Envelope Mailer - Base Package above 1,100,001	0.10153	Includes #10 double window envelope, Insertion and Mailing Fee
Envelope Mailer - Base Package 1,100,000-900,000	0.10267	
Envelope Mailer - Base Package 899,999-750,000	0.10379	
Envelope Mailer - Base Package 749,999-500,000	0.10492	
Envelope Mailer - Base Package 499,999-100,000	0.10813	
Envelope Mailer - Base Package 99,999-1	0.11846	
Pressure seal letter		Includes Pressure Seal Stock, Insertion and Mailing Fee
Pressure Seal Letter - Base Package above 1,100,001	0.15568	
Pressure Seal Letter - Base Package 1,100,000-900,000	0.15231	
Pressure Seal Letter - Base Package 899,999-750,000	0.15343	
Pressure Seal Letter - Base Package 749,999-500,000	0.15456	
Pressure Seal Letter - Base Package 499,999-100,000	0.15568	
Pressure Seal Letter - Base Package 99,999-1	0.16241	
Impression 1/1 (price for one sheet with impression on both sides)		
Impression 1/1 over 1,000,001	0.02042	Includes 20# white paper and one impression
Impression 1/1 1,000,000-750,000	0.02087	
Impression 1/1 749,999-600,000	0.02144	
Impression 1/1 599,999-100,000	0.02154	
Impression 1/1 99,999-1	0.02370	
Impression 1/0 (Price for one sheet with impression on one side only)		
Impression 1/0 over 1,000,001	0.02990	Includes 20# white paper and one impression
Impression 1/0 1,000,000-750,000	0.03012	
Impression 1/0 749,999-600,000	0.03024	

Impression 1/0 599,999-100,000	0.03057	
Impression 1/0 99,999-1	0.03553	
Impressions 4/4 – Under 100,000	0.10654	Includes 20#white paper with color impression
Envelope Mailer - Check Package	0.24144	Includes #10 double window envelope, check stock, Insertion and Mailing Fee
Envelope Mailer - Flat 9x12 Envelope Upcharge	1.01534	Added to Base Package price
Return Envelope	0.03105	Unit cost to add a return envelope to some mail packages
Return Mail Processing	0.32000	Each
Manual Pulls (up to 15 pulls per job)	40.0000	Each job
Delivery Fee	50.0000	Includes unscheduled delivery request from MPX to MAINE DOL
Daily PDF Uploads	0.00630	Per Rider C, Page 2, PDF's will be destroyed after 90 days, while retaining record of the transactions
Programming	135.00000	Hourly fee for specialty print requests. Number of hours will be clearly indicated in quotes from MPX.
USPS PO Box Rental When invoicing Department for Post Office Box renewal, <i>the renewal document from the Post Office must be included with the MPX invoice to MDOL.</i>	350.00	This annual fee is charged by USPS to MPX for usage of BUC ret/urn mail. The fee charged is based on current USPS fees and may be subject to change by the USPS.
Monthly Hosting Fee	525.00	Significant pre-press processing labor to ensure processing is completed with each file.
Data Error Fee	135.00/hour	Self-Explanatory. Data errors are not common and are based on the programming time to correct. MPX typically will come back to Department to ask for our team to correct. However, if MPX can correct and if Department approves, the charge is based on the programming time required (135/hour).
Expedited (Rush) Fee	20% of the normal cost of the particular order that is being rushed through	Guaranteed same day mailing for a particular mailing.

Notes:

- 1) Impression 1/0 – Rate based on one impression with a 20# sheet of plain white paper. For example, cost of a single sided print w/paper 599,999-100,000 volume is \$0.03057.
- 2) Impression 1/1 – Rate based on two impressions with one 20# sheet of plain white paper supplied. For example, rate in table is one impression; therefore, cost of a duplex print sheet 599,999 – 100,000 is $\$0.02154 \times 2 = \0.04308
- 3) Pressure Mailer Fee (3) – Price above includes everything but postage.
- 4) Sample fee for Envelope mailing (no postage) w-duplex white paper print at 200,000 monthly level = $0.02154 \times 2 + 0.10813 = \0.15121
- 5) For the postage fee: Use .475 rate for up to 3.5 ounces. Most of BUC mail falls into this category.

MPX Postal Rates

Updated 8/29/2021

POSTAGE RATES FOR MPX and MDOL		
<i>PITNEY BOWES - DAILY 7:00 PITNEY PICKUP AT SFX</i>		
First Class Letters (Job: 345 New Eng/ 349 National/195 Camden IMB/367 Fast Forward)		
Weight Class	MPX RATE	FULL USPS RATE
1 ounce	0.475	0.580
2 ounce	0.475	0.780
3 ounce	0.475	0.980

First Class Flats (Job: 1042)		
Weight Class	MPX RATE	FULL RATE
1 ounce	0.964	1.16
2 ounce	1.164	1.36
3 ounce	1.364	1.56
4 ounce	1.564	1.76
5 ounce	1.764	1.96
6 ounce	1.964	2.16
7 ounce	2.164	2.36
8 ounce	2.364	2.56

USPS Flat Rate Envelope\BOX		
Weight Class	MPX RATE	FULL RATE
Envelope	7.62	7.95
Small Box	8.12	8.45

MPX Other Service Rates

One-off (special print jobs) jobs pricing is based on individual quotes provided at the Department's request. Quote requests will be provided in writing (via e-mail) to MPX by the Department. The quotes (provided by MPX) must include any and all charges and fees associated with the "one-off" requested.

Master Agreement
CT/MA 18P 170330*0111
Amendment #2
Dated 2/28/2019

STATE OF MAINE, Department of Labor
CONTRACT FOR SPECIAL SERVICES – AMENDMENT 2

BY AGREEMENT of both parties this 28th day of February, 2019, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services, Office of Information Technology, and the Department of Labor, hereinafter called "Department," and MPX, a Maine corporation with a place of business at 2301 Congress Street, Portland, ME 04102, hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from _____ to _____
(old service to date) (new service to date)
Reason: N/A
2. The dollar amount of the contract is adjusted from \$ _____ to \$ _____
Reason: N/A
3. The Scope of Services in Rider A is amended as follows:
Rider A is further amended by adding Addendum 2 that contains a revision to item K regarding "Document Pulls."
Rider D is further amended by replacing the current Rider D with the revised Rider D (Version 3).

All other terms and conditions of the original contract dated November 1, 2016, remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in two original copies:

Provider: MPX

By: Ryan Jackson, Chief Executive Officer

Signature: [Signature] Date: 3/1/19

AND

Department: Department of Administrative and Financial Services
Office of Information Technology

By: Dick Thompson
Ande A. Smith, Acting Chief Information Officer

Signature: [Signature] Date: 2/7/19

AND

Department: Department of Labor

By: Laura A. Fortman, Commissioner

Signature: [Signature] Date: 3/8/19

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.

(Note: This section must be completed by using agency)

Department Number and Contract number (CT #): CT/MA# 18P-17033000000000000111

Vendor Code: VC0000109268 New Service Date: n/a

Old Contract Amount: \$ 0.00 Account Codes: n/a

Amount of Adjustment: \$ 0.00

New Contract Amount: \$ 0.00

Rider A. Addendum 2

- K. *Effective April 1, 2019*, MPX will perform the service of document pulls. Client will e-mail MPX account manager periodically for pulls and production will securely destroy those pulls or forward to the address. Every 25 pulls (correspondence) for a single job will be charged a fee of \$25.00. When a single job consists of more than 25 pulls (correspondence) MPX and the Department reserve the right to request an updated file be delivered to MPX, excluding the "pulled" correspondence.

Rider D (Version 3)

Effective April 1, 2019, the following is an updated pricing schedule for all services provided by MPX.

State of Maine DOL Fulfillment Price Grid		
Required Service Levels for Postal Delivery		
Augusta, Central Maine area	One business day	
Within Maine outside of Augusta Central Maine area	Two business days	
Outside Maine	Three business days	
Required Service Levels for Printing		
MDOL	One business day	
Item (per month quantity)	Price Ea.	Detail
Envelope Mailer - Base Package above 1,100,001	0.09315	Includes #10 double window envelope, Insertion and Mailing Fee
Envelope Mailer - Base Package 1,100,000-900,000	0.09419	
Envelope Mailer - Base Package 899,999-750,000	0.09522	
Envelope Mailer - Base Package 749,999-500,000	0.09626	
Envelope Mailer - Base Package 499,999-100,000	0.09920	
Envelope Mailer - Base Package 99,999-1	0.10868	
Pressure seal letter		
Pressure Seal Letter - Base Package above 1,100,001	0.14283	Includes Pressure Seal Stock, Insertion and Mailing Fee
Pressure Seal Letter - Base Package 1,100,000-900,000	0.13973	
Pressure Seal Letter - Base Package 899,999-750,000	0.14076	
Pressure Seal Letter - Base Package 749,999-500,000	0.14180	
Pressure Seal Letter - Base Package 499,999-100,000	0.14283	
Pressure Seal Letter - Base Package 99,999-1	0.14900	
Impression 1/1 (price for one sheet with impression on both sides)		
Impression 1/1 over 1,000,001	0.01873	Includes 20# white paper and one impression
Impression 1/1 1,000,000-750,000	0.01915	
Impression 1/1 749,999-600,000	0.01967	
Impression 1/1 599,999-100,000	0.01976	

Impression 1/1 99,999-1	0.02174	
Impression 1/0 (Price for one sheet with impression on one side only)		
Impression 1/0 over 1,000,001	0.02743	Includes 20# white paper and one impression
Impression 1/0 1,000,000-750,000	0.02763	
Impression 1/0 749,999-600,000	0.02774	
Impression 1/0 599,999-100,000	0.02805	
Impression 1/0 99,999-1	0.03326	
Other		
Envelope Mailer - Check Package	0.22150	Includes #10 double window envelope, check stock, Insertion and Mailing Fee
Envelope Mailer - Flat 9x12 Envelope Upcharge	0.93150	Added to Base Package price
Return Envelope	0.03105	Unit cost to add a return envelope to some mail packages
Return Process	0.28000	Each
Manual Pulls (up to 25 pulls per job) See Rider A, Addendum 2	25.0000	Each job, on a daily basis
Delivery Fee	50.00000	Includes unscheduled delivery request from MPX to Maine DOL
Daily PDF Uploads	0.00600	Per Rider C, Page 2, PDF's will be destroyed after 90 days, while retaining record of the transactions
Programming	100.00000	Hourly fee for specialty print requests. Number of hours will be clearly indicated in quotes from MPX.
USPS PO Box Rental	250.00000	This annual fee is charged by USPS to MPX for usage of BUC returned Mail. The fee charged is based on current USPS fees and may be subject to change by the USPS.

Notes:

- 1) Impression 1/0 – Rate based on one impression with a 20# sheet of plain white paper. For example, cost of a single sided print w/paper 599,999-100,000 volume is \$0.02805.
- 2) Impression 1/1 – Rate based on two impressions with one 20# sheet of plain white paper supplied. For example, rate in table is one impression; therefore, cost of a duplex print sheet 599,999 – 100,000 is $\$0.01976 \times 2 = \0.03952
- 3) Pressure Mailer Fee (3) – Price above includes everything but postage.
- 4) Sample fee for Envelope mailing (no postage) w-duplex white paper print at 200,000 monthly level = $0.01976 \times 2 + 0.09920 = \0.13398
- 5) For the postage fee: Use .42 rate for up to 3.5 ounces. Most of BUC mail falls into this category.

MPX Postal Rates

Based on USPS rate increase effective 1/27/2019

POSTAGE RATES FOR MPX TO CLIENTS									
PITNEY BOWES - DAILY 7:00 PITNEY PICKUP AT SFX									
First Class Letters (Job: 345 New Eng/ 349 National/195 Camden IMB/367 Fast Forward)									
Weight Class						MPX RATE	FULL US POSTAL RATE		
1 ounce						0.425	0.55		
2 ounce						0.425	0.70		
3 ounce						0.425	0.85		
First Class Flats (Job: 1042)									
Weight Class						MPX RATE	FULL RATE		
1 ounce						0.831	1.00		
2 ounce						0.981	1.15		
3 ounce						1.131	1.30		
4 ounce						1.281	1.45		
5 ounce						1.431	1.60		
6 ounce						1.581	1.75		
7 ounce						1.731	1.90		
8 ounce						1.881	2.05		

USPS Flat Rate Envelope\BOX		
Weight Class	MPX RATE	FULL RATE
Envelope	7.17	7.35
Small Box	7.72	7.90

MPX Other Service Rates

One-off (special print jobs) jobs pricing is based on individual quotes provided at the Department's request. Quote requests will be provided in writing (via e-mail) to MPX by the Department. The quotes (provided by MPX) must include any and all charges and fees associated with the "one-off" requested.

Master Agreement
CT/MA 18P 170330*0111
Amendment #1
Dated 10/29/2018

STATE OF MAINE, Department of Labor
CONTRACT FOR SPECIAL SERVICES - AMENDMENT #1

BY AGREEMENT of both parties: this 29th day of October, 2018, the Contract for Special Services between the State of Maine, Department of Administrative & Financial Services, Office of Information Technology, and the Department of Labor, hereinafter called "Department," and MPX, a Maine corporation with a place of business at 2301 Congress Street, Portland, ME 04102, hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from _____ to _____
(old service to date) (new service to date)
Reason: N/A
2. The dollar amount of the contract is adjusted from \$ _____ to \$ _____
Reason: N/A
3. The Scope of Services in Rider A is amended as follows:
Rider A is amended by adding Addendum 1 that contains a new item K regarding "Document Pulls."
Rider D is amended by replacing the current Rider D with the revised Rider D (Version 2).

All other terms and conditions of the original contract dated November 1, 2016, remain in full force and effect.

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

Provider: MPX

By: Ryan Jackson, Chief Executive Officer

Signature: [Signature] Date: 11/6/18

AND

Department Department of Administrative and Financial Services
Office of Information Technology

By: Ande A. Smith, Acting Chief Information Officer

Signature: [Signature] Date: 8/22/18

AND

Department Department of Labor

By: John Butera, Commissioner

Signature: [Signature] Date: 11/13/18

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.

(Note: This section must be completed by using agency)

Department Number and Contract number (CT #): CT/MA# 18P-1703300000000000111

Vendor Code: VC0000109268

New Service Date: n/a

Old Contract Amount: \$ 0.00

Account Codes: n/a

Amount of Adjustment: \$ 0.00

New Contract Amount: \$ 0.00

Rider A. Addendum 1

- K. *Effective November 5, 2018*, MPX will perform the service of document pulls. Client will e-mail MPX account manager periodically for pulls and production will securely destroy those pulls or forward to the address.

Rider D (Version 2)

Effective November 5, 2018, the following is an updated pricing schedule for all services provided by MPX.

State of Maine DOL Fulfillment Price Grid		
Required Service Levels for Postal Delivery		
Augusta, Central Maine area	One business day	
Within Maine outside of Augusta Central Maine area	Two business days	
Outside Maine	Three business days	
Required Service Levels for Printing		
MDOL	One business day	
Item (per month quantity)	Price Ea.	Detail
Envelope Mailer - Base Package above 1,100,001	0.09315	Includes #10 double window envelope, Insertion and Mailing Fee
Envelope Mailer - Base Package 1,100,000-900,000	0.09419	
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Envelope Mailer - Base Package 499,999-100,000	0.09920	
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Pressure Seal Letter - Base Package above 1,100,001	0.14283	Includes Pressure Seal Stock, Insertion and Mailing Fee
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Pressure Seal Letter - Base Package 499,999-100,000	0.14283	
Pressure Seal Letter - Base Package 99,999-1	0.14900	
Impression 1/1 (price for one sheet with impression on both sides)		
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Impression 1/1 749,999-600,000	0.01967	
Impression 1/1 599,999-100,000	0.01976	

Impression 1/1 99,999-1	0.02174	
Impression 1/0 (Price for one sheet with impression on one side only)		
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Impression 1/0 1,000,000-750,000	0.02763	
Impression 1/0 749,999-600,000	0.02774	
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Envelope Mailer - Flat 9x12 Envelope Upcharge	0.93150	Added to Base Package price
Return Envelope	0.03105	Unit cost to add a return envelope to some mail packages
Return Process	0.28000	Each
Manual Pulls (up to 15)	25.0000	Each
Delivery Fee	50.00000	Includes unscheduled delivery request from MPX to Maine DOL
Notes: 1) Impression 1/0 – Rate based on one impression with a 20# sheet of plain white paper. For example, cost of a single sided print w/paper 599,999-100,000 volume is \$0.02805. 2) Impression 1/1 – Rate based on two impressions with one 20# sheet of plain white paper supplied. For example, rate in table is one impression; therefore, cost of a duplex print sheet 599,999 – 100,000 is $\$0.01976 \times 2 = \0.03952 3) Pressure Mailer Fee (3) – Price above includes everything but postage. 4) Sample fee for Envelope mailing (no postage) w-duplex white paper print at 200,000 monthly level = $0.01976 \times 2 + 0.09920 = \0.13398 5) For the postage fee: Use .42 rate for up to 3.5 ounces. Most of BUC mail falls into this category.		

MPX Postal Rates
Updated 10/29/18

POSTAGE RATES FOR MPX TO CLIENTS						
PITNEY BOWES - DAILY 7:00 PITNEY PICKUP AT SFX						
First Class Letters (Job: 345 New Eng/ 349 National/195 Camden IMB/367 Fast Forward)						
Weight Class				MPX RATE	FULL US POSTAL RATE	
1 ounce				0.42	0.49	
2 ounce				0.42	0.70	
3 ounce				0.42	0.91	
First Class Flats (Job: 1042)						
Weight Class				MPX RATE	FULL RATE	
1 ounce				0.783	1.00	
2 ounce				0.993	1.21	
3 ounce				1.203	1.42	
4 ounce				1.413	1.63	
5 ounce				1.623	1.84	
6 ounce				1.833	2.05	
7 ounce				2.043	2.26	
8 ounce				2.253	2.47	

USPS Flat Rate Envelope\BOX		
Weight Class	MPX RATE	FULL RATE
Envelope	6.77	6.70
Small Box	7.27	7.20

MPX Other Service Rates

Original Master Agreement

CT/MA 18P 170330*0111

Dated 11/1/2016

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

THIS AGREEMENT, made this 1st day of November, 2016, is by and between the State of Maine, Department of Labor and Department of Administration and Finance, Office of Information Technology, hereinafter called "Department," and MPX, located at 2301 Congress Street, Portland ME 04102, hereinafter called "Provider", for the period of ~~November 1, 2016 to October 31, 2022~~ 3/1/2017 2/28/2023 kms 2/15/17

The AdvantageME Vendor/Customer number of the Provider is VC0000109268

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-IT - Payment and Other Provisions
- Rider C - Exceptions to Rider B-IT
- Rider D - Print Services Rate Table
- Rider E - State of Maine RFP 201509157 Printing and Mailing Services for MDOL
- Rider F - MPX response to RFP 201509157 Printing and Mailing Services for MDOL
- 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 two (2) original copies.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY

By: [Signature] 11/01/2017
Jim Smith, Chief Information Officer

and

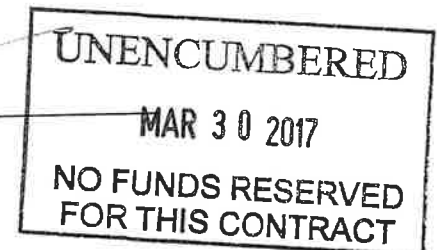
DEPARTMENT OF LABOR

By: [Signature]
Jeanne S. Paquette, Commissioner

and

MPX

By: [Signature]
Ryan Jackson, Chief Executive Officer



[Signature]
Kevin M. Schmitt

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Total Agreement Amount: \$ Master Agreement - \$0.00

Approved: _____

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

- A. The Maine Department of Labor issued RFP 201509157 for Printing and Mailing Services. These services include printing, sorting, folding, insertion, mailing and return mail processing. The Provider may supply other associated services to meet the Department's rigorous quality and specific timelines standards. The Provider may develop new processes to create more effective methods to execute the department's printing and postal needs. This contract, resulting from the RFP, is for printing, mailing and other associated services. This statewide Master Contract may be used by all government agencies of the State of Maine, State boards and quasi-state government entities. The contract may also be used by other Consortium members (Mississippi and Rhode Island unemployment services). Services furnished to Contract users will be billed directly to and paid for by the agency/board. The State of Maine shall have no responsibility for non-State Contract agreements. Non-State of Maine entities shall negotiate contract terms and conditions directly with the Provider.
- B. The State of Maine Office of Information Technology, and some other state agencies, also perform high speed print services and utilize the State Bureau of General Services postal mail service. This contract and its associated services may be used for print services and shall also be a disaster recovery/backup option for service restoration if performance issues arise at the State.
- C. The contract is for a period of six (6) years. Upon mutual agreement of the State and provider, it may be renewed three (3) times per the following table.

Period	Start Date	End Date
Initial Period of Performance	3/1/2017	2/28/2023
Renewal Period #1	3/1/2023	2/28/2025
Renewal Period #2	3/1/2025	2/28/2027
Renewal Period #3	3/1/2027	2/28/2029

- D. Print and postal mail rates are defined in Rider D. If the service rate is not defined in Rider D then Rider F, MPX's response to the RFP 201509157, shall be used. Over the life of the contract, service rates are expected to change. Contract Rider D will be updated (or replaced) as service rates are changed.
- E. The state will initiate Delivery Orders under this master contract to authorize and fund printing and mailing work. Printing charges will be invoiced to the State agency periodically, after print services are completed, with job detail, quantities and cost accounting information supplied for each job. The State agency shall pay printing charges based on the invoice.
- F. The Provider charges the State postage rates at no markup, that is, as a direct pass through of the USPS costs.

Postage charges will be managed via two different methods;

- a. postage charges for the Bureau of Unemployment Compensation will be managed through an escrow account.

The Bureau of Unemployment Compensation will fund an escrow account that will be reserved for use on behalf of the Bureau of Unemployment Compensation with an amount that is reasonable based on current volumes. From that point forward, the working process shall be: (1) daily postage utilized by bureau mailings are reported back to an account ledger, (2) usage detail is provided on a weekly basis via a detailed report accompanied by an invoice which the Bureau will pay weekly to replenish the amount of money spent from the escrow account that correlates to the detailed report (3) postage usage reports will be customized in a manner to show account codes as provided by the Bureau to allow cost allocations.

- b. Any usage by other Bureaus will be on a pay-as-you-go basis as that volume is expected to be minimal.
 - c. As other agencies begin to use this agreement, postage charges may be managed through an escrow account process, through the use of USPS CAPS (centralized account processing system) account or as negotiated by each contract using agency.
 - d. The Provider shall ensure that any and all funds advanced or deposited for the purposes of the performance of services are protected against loss, misuse and/or misappropriation and that the State of Maine is indemnified against loss of postage funds held on account by the Provider at any given time. In the event that any of the funds advanced to the Provider for the performance of the services remain unspent at the end of the termination of the services or of receipt of the State of Maine's claim for refund, the Provider shall return such funds to the State of Maine within 30 days of the termination of the services or of receipt of the State of Maine's claim for refund. Bank charges incurred by the repayment of the amount(s) due to the State of Maine shall be borne entirely by the Provider.
- G. The objective mail delivery time from print job receipt to delivery to the final client address is one to three days. At a minimum, all print jobs shall be printed and made ready for mailing within 24 hours after job receipt and approval by the submitter/State. Reference Rider D for further mail/print performance timeframes.
- H. At contract execution, or addition of new agencies/services, Provider and State shall develop a project plan and assign staff to implement print programming, testing and all other functions per terms of the RFP and as mutually agreed. When new work is initiated, the State of Maine agency shall work with the Provider to establish secure file exchanges and document printing processes/features and mailing procedures per the practices outlined in the RFP and response.
- I. On an annual basis, provider shall perform a SSAE 16 Type II audit, or its follow-on standard, on its organization and services and maintain compliance with the resulting recommendations/findings. Compliance with contract security requirements will be demonstrated annually to the Department.
- J. Provider shall maintain processes and procedures to meet State of Maine and Federal security guidelines for the handling of financial and personal identifying information data per commitments in the RFP response and following. These requirements include State of Maine and IRS security standards for handling Federal Tax Information and Personal Identifiable Information data. The Provider will comply with confidentiality statutes specific to the Unemployment Insurance program. The Provider will conform to 26 M.R.S. 1082(7) and 20 C.F.R. Part 603 and 36 MRSA, Section 191. The provider will comply with SSA, HIPPA, FERPA

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

security requirements and Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act). The provider is accountable for resolution of errors which occur during processing and handling of PII information e.g. printer leak of PII – stuffing wrong notification into an envelope etc.

Provider will report, at a minimum, semi-annually to the agreement administrator the following:

- contract usage (print and mail volumes by job and billing detail), job receipt timestamp, job approval timestamp, job mail timestamp, and other performance metrics to be determined. Provider and agreement administrator shall meet, at a minimum semi-annually, to review contract performance, discuss issues and implementation of performance improvement changes. The frequency of the meeting may be revised per the request of the agreement administrator.

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Master Agreement \$0.00

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

a. Invoices will fall into two categories:

1. Implementation fee of \$7500 that includes project management, document review and optimization, process improvement, initial setup and testing for all existing MDOL documents. This would be billed upon completion of the startup phase as outlined in the Providers proposal response in Part II-D, Printing of Tax system legacy forms and reports with the functionality outlined in Part II-F, implementation of the security and business continuity outlined in Part II-H, development of the portal as outlined in Part II-K, and the Implementation phase as noted in Part II-E.
2. weekly invoices for postage and printing costs for each bureau. Weekly invoices should be broken out by bureau and will be accompanied by a detailed report that identifies print job, mailing, agency coding and other service detail, as required.

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator.

Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation.

No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- b. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- c. All invoices must include the vendor's Federal ID Number.
- d. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- e. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within forty five (45) days following the receipt of an approved invoice.

3. INDEPENDENT CAPACITY

In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

4. AGREEMENT ADMINISTRATOR

The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider. The Provider shall address all contract correspondence and invoices to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: Patricia O'Brien
Title: Deputy Bureau Director
Address: 47 State House Station
Augusta, ME 04333-0047
Telephone: 207-621-5161
E-mail address: patricia.k.o'brien@maine.gov

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name: Patricia O'Brien
Title: Deputy Bureau Director
Address: 47 State House Station
Augusta, ME 04333-0047
Telephone: 207-621-5161
E-mail address: patricia.k.o'brien@maine.gov

5. 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 the execution of the changed work.

6. SUBCONTRACTORS

The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. 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 the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Provider certifies as follows:

1. 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.

2. 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.
3. 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.
4. 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, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.

5. 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.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. 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.

9. 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 Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any 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 any 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.

10. 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 there from, 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 there from, 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.

11. NO SOLICITATION

The Provider certifies 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 of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.
6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.
7. **ACCESS TO PUBLIC 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.

13. TERMINATION

The performance of work under this 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 interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this 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.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

14. GOVERNMENTAL REQUIREMENTS

The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

15. GOVERNING LAW

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

16. STATE HELD HARMLESS

The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. LIMITATION OF LIABILITY

The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

18. NOTICE OF CLAIMS

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

19. APPROVAL

This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

20. INSURANCE REQUIREMENTS

The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

I. **Minimum Coverage**

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
 - A. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - B. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - C. Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$1,000,000.00, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:
 - C.1) Consumer notification, whether or not required by law;
 - C.2) Forensic investigations;
 - C.3) Public relations and crisis management fees; and
 - C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: Personally-Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).

The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

<i>Number of PII Records</i>	<i>Insurance per Occurrence</i>
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<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

2. Workers' Compensation and employer's liability, as required by law;
3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
5. Crime, in an amount not less than \$200,000.
6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

II. **Other Provisions**

Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
4. All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.
5. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

21. **NON-APPROPRIATION**

Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, 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.

22. 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.

23. 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-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE

Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a 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, 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. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

25. 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 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.

26. INTERPRETATION OF THE AGREEMENT

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling Titles** of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.
3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

27. **PERIOD OF WORK**

Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

28. **NOTICES**

All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

29. **ADVERTISING AND PUBLICATIONS**

The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

30. **CONFLICT OF INTEREST**

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

31. **LOBBYING**

1. **Public Funds**

No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification**

Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds**

If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

32. PROVIDER PERSONNEL

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.
2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.
3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.
4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.
5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

33. STATE PROPERTY

The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.
2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

35. PRODUCT WARRANTY

The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

36. OPPORTUNITY TO CURE

The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

37. COVER

If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

38. ACCESSIBILITY

All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT applications must comply with the

Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

39. STATE IT POLICIES

All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/policies) effective at the time this Agreement is executed

40. CONFIDENTIALITY

1. 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.
2. 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.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

42. CUSTOM SOFTWARE

For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.
2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

43. OFF-THE-SHELF (OTS) SOFTWARE

For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.
2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.
3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

44. SOFTWARE AS SERVICE

When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates

thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - a. The Provider has failed to carry out its obligations set forth in the this Agreement; or
 - b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
3. The Provider is responsible for all fees to be paid to the Escrow Agent.
4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. THIS ITEM IS INTENTIONALLY LEFT BLANK

46. IRREVOCABLE LETTER OF CREDIT

In order to assure the Provider's faithful adherence to the terms and conditions of this Agreement, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, in the entire Agreement amount. In lieu of this requirement, the Department will accept a commitment letter from a recognized financial institution or investment fund stating that the Provider has sufficient capital to fund the obligations, and has legally committed such capital to fund the obligations, in accordance with this Agreement. The letter of credit, or the equivalent commitment letter, shall specifically refer to this Agreement, and shall bind the parties to all the terms and conditions of this Agreement. The Provider shall have fifteen (15) calendar days from the date of execution of this Agreement to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Agreement without liability.

47. **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 this 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 this Agreement, or to exercise an option or election under this 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. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

RIDER C
EXCEPTIONS TO RIDER B-IT

A. Section 46 in Rider B shall be revised to read as follows;

In order to assure the Provider's faithful adherence to the terms and conditions of this Agreement, the Provider shall submit an irrevocable letter of credit, acceptable to the Department, that is payable on demand. This letter of credit will be procured at the expense of the Provider, naming the Department as the beneficiary, for a value no less than \$200,000, warranting performance in contract terms, for the duration of the contract. The letter of credit shall specifically refer to this Agreement, and shall bind the parties to all the terms and conditions of this Agreement. The Provider shall have fifteen (15) calendar days from the date of execution of this Agreement to furnish the letter of credit or the equivalent commitment letter. Should the Provider fail to comply with this section, then the Department shall have the right to terminate this Agreement without liability.

B. The Department approves the use of Subcontractor SFX America LLC as noted as required in **Rider B Section 6 Subcontractors**.

C. The following requirements are additional language to **Rider B section 40 Confidentiality**.

5. The Provider should only use data shared under the Agreement for no purpose other than what is described above in RIDER A and as authorized under 26 MRS § 1082(7) and 20 CFR 603. Nothing in the Agreement shall be construed to authorize the Provider to have access to additional data from the MDOL that is not included in the scope of the Agreement or to govern access to the data by entities other than the Parties. The Provider further agrees not to share data received under the Agreement, with any other entity without prior written approval from the Maine Office of Information Technology, or Maine Department of Labor (MDOL).
6. At any time, it may be necessary to permit the Provider, Maine OIT or MDOL to review each Party's policies and procedures regarding Personally Identifiable Information ("PII") or seek written assurances from the Provider that data provided under this Agreement is properly handled. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect PII and that PII has not been re-disclosed or released.
7. Require all Provider employees, contractors and agents of any kind to comply with the Agreement, and all applicable provisions of and other federal and state laws with respect to the data and information shared under the Agreement. The Provider agrees to require of and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Nothing in this section authorizes the Provider to share data and information provided under the Agreement with any other individual or entity for any purpose other than completing the Provider's work as authorized by the Maine Department of Labor consistent with this Agreement.
8. The Provider is required to maintain all data obtained pursuant to this Agreement separate from all other data that they possess and not copy, reproduce or transmit data obtained pursuant to this Agreement, except as necessary to fulfill the purpose of this Agreement. All copies of data of any type including any modifications or additions to data from any source that contains PII, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Agreement will not under any circumstances transfer from or be assigned to any other individual, institution, organization, government or entity without the prior written approval from the MDOL.

9. The Provider must establish procedures and systems to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement will be maintained in a secure manner that prevents further disclosure of the data, including the interception, diversion, duplication, or other unauthorized access to said data. The Provider agrees to comply with the procedures and practices set forth in the Required Technical Standards for Handling of PII attached to this Agreement.
 - a. Promptly, that is, within one (1) hour, report to the Agreement Administrator any incidents in detail of any PII received from the MDOL whose confidentiality was breached or is believed to have been breached. The Provider will provide the Department with a written report detailing the breach or possible breach, the proposed solutions, and timelines for the resolutions and cooperatively develop a plan for a timely resolution.
11. Destroy all PII obtained pursuant as a result of this Agreement by shredding. The specifics related to destroying PII is as follows;
 - a. Destroy paper using cross cut shredders which produce particles that are 1 mm x 5 mm in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. security screen.
12. For information security purposes, Provider shall destroy all paper and electronic print and mail records after 90 days once provided or produced on behalf of Department after job completion. Paper and electronic media destruction shall be performed by commercially accepted secure media destruction procedures as agreed to by the State of Maine. Financial, accounting, status reports and work records related to billing and contract performance are excluded from this requirement
13. Nothing in this Agreement authorizes the Provider to maintain information received from the MDOL beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this Agreement. Any destruction of the referenced data must be witnessed by one other person who can later attest that a complete destruction of the data occurred. The Provider agrees to submit a letter to the MDOL within 30 days of the termination of this Agreement attesting to the destruction of any PII.

RIDER D

MPX Print Price List Dated 11-1-2016

State of Maine, Mississippi, etc-DOL Fulfillment Price Grid		
September 2016		
Required Service Levels for Postal Delivery		
Augusta, Central Maine area	One business day	
Within Maine outside of Augusta Central Maine area	Two business days	
Outside Maine	Three business days	
Required Service Levels for Printing		
MDOL	One business day	
Item (per month quantity)	Price Ea	Detail
Envelope Mailer - Base Package above 1,100,001	0.09000	Includes #10 double window envelope, Insertion and Mailing Fee
Envelope Mailer - Base Package 1,100,000-900,000	0.09100	
Envelope Mailer - Base Package 899,999-750,000	0.09200	
Envelope Mailer - Base Package 749,999-500,000	0.09300	
Envelope Mailer - Base Package 499,999-100,000	0.09580	
Envelope Mailer - Base Package 99,999-1	0.10500	
Pressure seal letter		
Pressure Seal Letter - Base Package above 1,100,001	0.13800	Includes Pressure Seal Stock, Insertion and Mailing Fee
Pressure Seal Letter - Base Package 1,100,000-900,000	0.13500	
Pressure Seal Letter - Base Package 899,999-750,000	0.13600	
Pressure Seal Letter - Base Package 749,999-500,000	0.13700	
Pressure Seal Letter - Base Package 499,999-100,000	0.13800	
Pressure Seal Letter - Base Package 99,999-1	0.14400	
Impression 1/1 (price for one sheet with impression on both sides)		
Impression 1/1 over 1,000,001	0.01810	Includes 20# white paper and one impression
Impression 1/1 1,000,000-750,000	0.01850	

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

AGREEMENT TO PURCHASE SERVICES (BP54-11)		
Impression 1/1 749,999-600,000	0.01900	
Impression 1/1 599,999-100,000	0.01909	
Impression 1/1 99,999-1	0.02100	
Impression 1/0 (Price for one sheet with impression on one side only)		
Impression 1/0 over 1,000,001	0.02650	Includes 20# white paper and one impression
Impression 1/0 1,000,000-750,000	0.02670	
Impression 1/0 749,999-600,000	0.02680	
Impression 1/0 599,999-100,000	0.02710	
Impression 1/0 99,999-1	0.03150	
Other		
Envelope Mailer - Check Package	0.21400	Includes #10 double window envelope, check stock, Insertion and Mailing Fee
Envelope Mailer - Flat 9x12 Envelope Upcharge	0.90000	Added to Base Package price
Return Envelope	0.03000	Unit cost to add a return envelope to some mail packages
Return Process	0.28000	Each
Delivery Fee	50.00000	Includes unscheduled delivery request from MPX to Maine DOL

Notes:

- 1) Impression 1/0 – Rate based on one impression with a 20# sheet of plain white paper. For example, cost of a single sided print w/paper 599,999-100,000 volume is \$0.02710.
- 2) Impression 1/1 – Rate based on two impressions with one 20# sheet of plain white paper supplied. For example, rate in table is one impression; therefore, cost of a duplex print sheet 599,999 – 100,000 is $\$0.01909 \times 2 = \0.03818
- 3) Pressure Mailer Fee (3) – Price above includes everything but postage.
- 4) Sample fee for Envelope mailing (no postage) w-duplex white paper print at 200,000 monthly level = $0.01909 \times 2 + 0.09580 = \0.13398
- 5) For the postage fee: Use .411 rate for up to 2 ounces. Most of BUC mail falls into this category.

MPX Postal Rates Dated 4-10-2016

POSTAGE RATES FOR MPX TO CLIENTS					
Updated 4/10/2016					
<i>PITNEY BOWES - DAILY 7:00 PITNEY PICKUP AT SFX</i>					
First Class Letters (Job: 345 New Eng/ 349 National/195 Camden IMB/367 Fast Forward)					
Weight Class			MPX RATE	FULL US POSTAL RATE	
1 ounce			0.411	0.470	
2 ounce			0.411	0.680	
3 ounce			0.661	0.890	
First Class Postcards (Job: 914)					
Weight Class			MPX RATE	FULL RATE	
Postcards			0.285	0.34	
First Class Flats (Job: 1042)					
Weight Class			MPX RATE	FULL RATE	
1 ounce			0.850	0.940	
2 ounce			1.060	1.150	
3 ounce			1.270	1.360	
4 ounce			1.480	1.570	
5 ounce			1.690	1.780	
6 ounce			1.900	1.990	
7 ounce			2.110	2.200	
8 ounce			2.320	2.410	

USPS Flat Rate Envelope\BOX			
Weight Class	MPX RATE	FULL RATE	
Envelope	5.970	6.450	
Small Box	6.320	6.800	
USPS CD mailers			
Weight Class			
NA	1.145		

MPX Other Service Rates

RIDER E

State of Maine RFP 201509157 Printing and Mailing Services for MDOL is hereby incorporated by reference.

RIDER F

MPX response to RFP 201509157 Printing and Mailing Services for MDOL is hereby incorporated by reference.

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

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

☐ **United States. Please identify state:** _____

☐ **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.