

MA 18P 22100500000000000063  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 02/15/23

**Expiration Date:** 02/14/27

**Master Agreement Description:** Multi-Protocol Label Switching (MPLS) Services

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** To add an IT contract amendment to change the scope of work.

**Authorized Departments**

18B BUREAU OF INFORMATION SERVICES

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000232688

**Vendor Name**

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES INC

**Alias/DBA**

CONSOLIDATED COMMUNICATIONS

**Vendor Address Information**

11 BLACKSTRAP RD

FALMOUTH, ME 04105

US

**Vendor Contact Information**

SANDI PASALIC  
207-797-9123 ext. 4006  
Sandi.Pasalic@consolidated.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES INC

**Commodity Line #:** 1

**Commodity Code:** 91577

**Commodity Description:** MPLS Services resulting from RFP#20210914

**Commodity Specifications:** Specifications are a result from RFP#20210914 and are attached and made part of this master agreement.

**Commodity Extended Description:**

|                                |                                       |                                     |
|--------------------------------|---------------------------------------|-------------------------------------|
| <b>Quantity</b><br>0.00000     | <b>UOM</b>                            | <b>Unit Price</b><br>0.000000       |
| <b>Delivery Days</b>           | <b>Free On Board</b>                  |                                     |
| <b>Contract Amount</b><br>0.00 | <b>Service Start Date</b><br>02/15/23 | <b>Service End Date</b><br>02/14/27 |
| <b>Catalog Name</b>            | <b>Discount</b><br>0.0000 %           |                                     |
|                                | <b>Discount Start Date</b>            | <b>Discount End Date</b>            |

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 8/14/2024  
2A644AE5681E482

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Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

Signed by:  
*Mike Olsen* 8/13/2024  
4FCBA20D8615489

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Signature Date

Mike Olsen Sr. Vice President

Print Representative Name and Title

DocuSigned by:  
*Nicholas Marquis* 8/13/2024  
A29C99359A37464...

Nicholas Marquis Acting CIO.



**IT CONTRACT AMENDMENT**

|   |                          |
|---|--------------------------|
| DATE: 7/22/2024                                   | AMENDMENT AMOUNT: \$0.00 |
| ADVANTAGE CONTRACT #: MA 18P 22100500000000000063 |                          |
| DEPARTMENT AGREEMENT #:                           |                          |

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

| STATE OF MAINE DEPARTMENT  |           |                 |
|--|-----------|-----------------|
| DEPARTMENT NAME: Administrative and Financial Services             |           |                 |
| ADDRESS: 145 Statehouse Station                                    |           |                 |
| CITY: Augusta  | STATE: ME | ZIP CODE: 04333 |
| PROVIDER   |           |                 |
| PROVIDER NAME: Consolidated Communications Enterprise Services Inc |           |                 |
| ADDRESS: 11 Blackstrap Rd  |           |                 |
| CITY: Falmouth   | STATE: ME | ZIP CODE: 04105 |
| PROVIDER'S VENDOR CUSTOMER #: VC0000232688                         |           |                 |

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 of Administrative and Financial Services, Division of Procurement Services:**

**Provider Representative:**

DocuSigned by:

*David Morris*

Signed by:

*Michael Olsen*

BY: **David Morris, Chief Procurement Officer**  
Date 8/7/2024

BY: **Michael Olsen Senior Vice President, Commercial Sales**  
Date 8/6/2024

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

DocuSigned by:

*Nicholas Marquis*

8/6/2024

BY: **Nicholas Marquis, Chief Information Officer**

**Date**

*Upon final approval by the Division of 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.)

|                                     |                                |   |   |
|-------------------------------------|--------------------------------|---|---|
| <input type="checkbox"/>            | <b>Amended Period</b>          | Original Start Date: Click or tap to enter a date.  | Amendment Start Date:                       |
|                                     |                                | Current End Date: Click or tap to enter a date.   | New End Date: Click or tap to enter a date. |
|                                     |                                | Reason:   |   |
| <input type="checkbox"/>            | <b>Amended Contract Amount</b> | Adjustment Amount: \$   | New Contract Amount: \$                     |
|                                     |                                | Reason:   |   |
| <input checked="" type="checkbox"/> | <b>Amended Scope of Work</b>   | The Scope of Work in Rider A is amended as follows: Including Wave Technology to the MA. The Wave Technology Floor Pricing for Named CCI Network Sites table, located at the end of Appendix D, which begins on page 46 of the contract is to add additional rates for floor pricing for Wave Technology. See Attachment B for details. |   |
| <input type="checkbox"/>            | <b>Other</b>                   | Describe the Changes  |   |

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 | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|------|---------|----------------|--------------|-------------|
| \$0.00     | 038  | 18B  | 2031 | 02       | 9072 |         |                |              |             |

STATE OF MAINE | IT CONTRACT AMENDMENT

**ATTACHMENT B: CHANGES TO AGREEMENT TERMS AND CONDITIONS**

**Addition of Wave Technology Floor Pricing for Named CCI Network Sites**

| Wave Services (Gbps) | Within CCI Territory | Costs      | Notes  |
|----------------------|----------------------|------------|--|
| 10                   |                      | \$1,500.00 |  |
| 100                  |                      | \$4,000.00 |  |
|                      |                      |            | <p><b>In the event, that there is a need for protected wave, diversity, special construction or out of territory service pricing will be done on an ICB basis which may result in additional costs (MRC or NRC).</b></p> |

Wave Technology has a guaranteed SLA of 99.95%



**IT CONTRACT AMENDMENT**

|  |                       |
|--|-----------------------|
| DATE: 8/25/2023                          | AMENDMENT AMOUNT: \$0 |
| ADVANTAGE CONTRACT #: MA 18P 221005-0063 |                       |
| DEPARTMENT AGREEMENT #:                  |                       |

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

| STATE OF MAINE DEPARTMENT  |           |                 |
|--|-----------|-----------------|
| DEPARTMENT NAME: Administrative and Financial Services             |           |                 |
| ADDRESS: 145 Statehouse Station                                    |           |                 |
| CITY: Augusta  | STATE: ME | ZIP CODE: 04333 |
| PROVIDER   |           |                 |
| PROVIDER NAME: Consolidated Communications Enterprise Services Inc |           |                 |
| ADDRESS: 11 Blackstrap Rd  |           |                 |
| CITY: Falmouth   | STATE: ME | ZIP CODE: 04105 |
| PROVIDER'S VENDOR CUSTOMER #: VC0000232688                         |           |                 |

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:**

**N/A**

**Provider Representative: Consolidated Communications Enterprise Services Inc**

DocuSigned by:  
*Lisa M. Leary*

9/9/2023

By: Signature **Name and Title** **Date**

By: **Lisa M. Leary, VP Eastern Region** **Date**

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

DocuSigned by:  
*Nicholas Marquis*

9/9/2023

By: **Nicholas Marquis, Chief Information Officer**

**Date**

**STATE OF MAINE | IT CONTRACT AMENDMENT**

*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.)

|                                     |                                |  |   |
|-------------------------------------|--------------------------------|--|---|
| <input type="checkbox"/>            | <b>Amended Period</b>          | Original Start Date: Click or tap to enter a date.   | Amendment Start Date: Click or tap to enter a date. |
|                                     |                                | Current End Date: Click or tap to enter a date.  | New End Date:                                       |
|                                     |                                | Reason:  |   |
| <input type="checkbox"/>            | <b>Amended Contract Amount</b> | Adjustment Amount: \$  | New Contract Amount: \$                             |
|                                     |                                | Reason:  |   |
| <input type="checkbox"/>            | <b>Amended Scope of Work</b>   | The Scope of Work in Rider A is amended as follows:  |   |
| <input checked="" type="checkbox"/> | <b>Other</b>                   | The MPLS Floor Pricing for Named CCI Network Sites table, located at the end of Appendix D, which begins on page 46 of the contract is replaced in full to add additional rates for floor pricing. See Attachment A for details. |   |

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 | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$         |      |      |      |          |     |         |                |              |             |

| LINE TOTAL | FUND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROGRAM PERIOD | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$         |      |      |      |          |     |         |                |              |             |

| LINE TOTAL | FUND | DEPT | UNIT | SUB UNIT | OBJ | PROGRAM | PROGRAM PERIOD | APPR FUNDING | FISCAL YEAR |
|------------|------|------|------|----------|-----|---------|----------------|--------------|-------------|
| \$         |      |      |      |          |     |         |                |              |             |



STATE OF MAINE | IT CONTRACT AMENDMENT

**ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS**

**MPLS FLOOR PRICING FOR NAMED CCI NETWORK SITES**

|                    |                   |
|--------------------|-------------------|
| <b>5M</b>          | <b>\$44.63</b>    |
| <b>10M</b>         | \$47.25           |
| <b>15M</b>         | \$55.50           |
| <b><u>20M</u></b>  | <u>\$64.50</u>    |
| <b>30M</b>         | \$81.00           |
| <b><u>50M</u></b>  | <u>\$115.50</u>   |
| <b>100M</b>        | \$141.00          |
| <b>150M</b>        | \$166.50          |
| <b>200M</b>        | \$192.75          |
| <b>300M</b>        | \$218.25          |
| <b><u>500M</u></b> | <u>\$269.25</u>   |
| <b><u>1G</u></b>   | \$306.75          |
| <b><u>10G</u></b>  | \$1,220.00        |
| <b><u>20G</u></b>  | <u>\$1,638.00</u> |
| <b><u>40G</u></b>  | <u>\$2,474.00</u> |
| <b><u>50G</u></b>  | <u>\$2,948.00</u> |
| <b><u>100G</u></b> | <u>\$4,250.00</u> |

Advantage CT#: MA 18P 221005\*0063

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

THIS AGREEMENT made this 13 day of February 2023, is by and between the State of Maine, **Department of Administrative and Financial Services**, hereinafter called "Department," and **Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications**, located at 5 Davis Farm Road, Portland, ME 04103 hereinafter called "Provider", for the initial service period of 02/15/2023 to 02/14/2027 with the option of three (3) two-year extensions.

The AdvantageME Vendor/Customer number of the Provider is VC0000232688

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 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
- Rider E – Attachments
- 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 one original copy.

Provider: **Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications**

By:  2/14/2023  
DocuSigned by: 60525A13578D422...  
 Fred Graffam III, CFO Date  
 Date: \_\_\_\_\_

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

By:  2/14/2023  
DocuSigned by: 052B9AC7F56A489...  
 Frederick Brittain, Chief Information Officer Date  
 Date: \_\_\_\_\_

And

**Department of Administrative and Financial Services,  
Division of Procurement Services**

By:  2/15/2023  
DocuSigned by: 2A644AF5681F482...  
 David Morris, Acting Chief Procurement Officer Date

- 4.4 **Accepted Service Level** means circuit service level performance that meets the terms of CCI's SLAs as set forth in Rider E, Attachment 4 (MPLS SLA) and Attachment 5 (CES SLA). CCI will conduct baseline provisioning test and acceptance measurements to establish circuit performance meets the State's required circuit SLA parameters at the time of provisioning. The measurement results will be filed with the State Network Services. The State will have 14 business days to review and submit for retesting when parameters do not meet the minimum performance levels. If no review is requested by the State within the 14 business days, the circuit will be adopted with the SLA parameters.
- 1.2 **Black Out Day** is a day when the STATE has indicated CCI maintenance would cause disruption to significant STATE business needs. The STATE will provide CCI a listing of *Black Out Days* and coordinate response with CCI. CCI share a listing of known CCI originated black outdates to the STATE. **All black out dates shall be mutually agreed upon by the State and CCI.**
- 1.3 **CCI Network** refers to CCI's Service network from the State's site to the CCI network provider to exclude any subcontracted 3<sup>rd</sup> party providers/integrators, ILECs, CLECs, or last-mile carriers, engaged to provide Service to SOM systems.
- 1.3.1 CCI will establish SLA agreements with ILEC/ITC last mile providers. These SLAs will encompass no less than service availability.
- 1.3.1.1 CCI will establish performance monitoring at ILEC/ITCs as they're able to negotiate terms with the secondary provider
- 1.3.1.2 CCI will coordinate all maintenance actions necessary to repair any service interruption with the telecommunications service providers outside of CCI's service territory.
- 1.4 **CCI Provided Local Access Circuit** means any circuit connecting customer's router to a CCI edge network managed through the CCI Network within CCI's service territory.
- 1.5 **CLEC** is a local voice service carrier that establishes local network interconnection with ILECs and/or other LECs to enable local exchange telecommunications services.
- 1.6 **Committed Information Rate "CIR":** CCI shall provide 100% Committed Information Rates (CIR) on its Service provided within the CCI Network. CIR shall not apply to any Service provided by a third-party telecommunications service provider.
- 1.7 **End of Life (EoL):** Equipment or Components that are no longer manufactured, produced or sold by the Equipment or Component's manufacturing company.
- 1.8 **End of Support (EoS):** Equipment where software, security patching, component level issues are no longer supported by the equipment manufacturing company. State of Maine does not allow vendor supported patching to be a substitute for the manufacturing company's support. For example, CCI may not substitute code written by CCI or any

unapproved vendor as “support software” code for equipment which is EoS by Cisco.

- 1.9 **ILEC** is a telecommunications company or entity, not owned by CCI, which is utilized within the “*CCI Network*” to complete services managed and maintained by CCI.
- 1.10 **IP address** is an identifying number for a piece of network hardware. Having an IP address allows a device to communicate with other devices over an IP-based network like the internet.
- 1.11 **IP Routing** is the set of protocols that determine the path that data follows in order to travel across multiple networks from its source to its destination. The IP Routing protocols enable routers to build up a forwarding table that correlates final destinations with next hop addresses.
- 1.12 **Layer 3** refers to the network layer of the commonly referenced multilayered communication model known as Open Systems Interconnection (“*OSI*”). The network layer provides the means of transferring variable- length network packets from a source to a destination host.
- 1.13 **Multi-Protocol Label Switching** (“*MPLS*”) is a Layer 3 VPN network connection service using IP addressing to provide transport
- 1.14 **Outage** means a time period during which Service performance parameters do not meet the “Accepted Service Level” of the Service. Any coordinated maintenance period with 14 business days of advanced notice to SOM, maintenance at the Customer’s premises by Customer Organizations, failure or misconfiguration of Customer owned premises hardware, equipment or software, failures of Customer-managed local access circuits, breach of the Agreement, and Force Majeure events will be ineligible for SLA Credits hereunder and shall not be included in the definition of “Outage”.
- 1.14.1 Planned Maintenance Outage:** An outage caused as a planned event by CCI or their subcontractors to repair, update, change or replace network components resulting in an outage to SOM services within the *CCI Network*. When CCI provides 14 business days advance notice to SOM of such an occurrence these will not be calculated into the Service Availability or be considered for SLA credit.
- 1.14.2 Emergency Maintenance Outage:** A planned event by CCI to repair, update or replace network components resulting in an outage to SOM services. These events will be considered an outage for SLA calculation. When CCI provides 5 business days advance notice to SOM of such an occurrence these will not be calculated into the Service Availability or be considered for SLA credit.
- 1.14.3 **Scheduled Maintenance:** See Planned Maintenance Outage
- 1.14.4 **Chronic Outage** means an outage on any Service within the *CCI Network* which occurs on three (3) or more separate occasions totaling more than twelve (12) hours or more than fifteen (15) hours on one (1) occasion during any single standard billing period.
- 1.14.4.1 CCI will evaluate, and report to the STATE, the cause(s) of such failure(s) to meet SLA parameters and take necessary actions to restore the circuit to the engineered Accepted Service Level.
- 1.14.4.2 CCI will provide an after actions report within 10 business days.

- 1.14.5 **“Accepted Service Level Remedy for Non CCI Network Circuits”**: When a Non-CCI Network (Type II or subcontracted) circuit is failing to meet the initial Accepted Service Level, and is not easily remedied, CCI will be the lead on working with the providers to remedy, or define an alternate solution.
- 1.15 **Point of Termination** denotes the point of demarcation within a State of Maine Network location at which CCI’s responsibility for the provision of the Service ends. CCI is responsible for all circuit segments between the Point of Terminations interconnecting the State of Maine Remote locations and the State of Maine Core locations.
- 1.16 **Purchase Order Number (PON)** is a written request by the State to add new services, change an existing service or discontinue an existing service.
- 1.17 **Subcontractor**: agencies or organizations utilized within the “*CCI Network*” to complete services managed and maintained by CCI.
- 1.18 **Service Availability Agreement**: The ‘*CCI Network*’ will support no less than 99.95% availability for a CCI managed services under this contract.
- 1.19 **Service Interruption**: See “Outage”
- 1.20 **Service Request** is the process of ordering new service, changing the bandwidth of existing services or discontinuing an existing service.
- 1.21 **Service Level Agreement ‘SLA’** means the agreement by CCI to provide the minimum service levels for each Service as set forth in Rider E, Attachments 4 and 5.
- 1.21.1 CCI will restore any CCI Network based Service to baseline SLA parameters when notified by either automated monitoring or the State's technical staff of a failure to meet SLA parameters.
- 1.22 **Service Availability** is determined by metrics associated with the availability of the network elements managed through the “*CCI Network*”.
- 1.23 **SLA Credits** are defined as the credits to be provided to State of Maine by CCI for an outage under pursuant to the applicable SLA.
- 1.23.1 **SLA Adherence**: SLA Adherence: CCI will use proactive network monitoring to identify and track periods of Service outages at each Service location. The State may submit a consolidated monthly “SLA Adherence Report” to CCI. The SLA Adherence Report will include, at a minimum: the affected Service location, Circuit Identification, CCI Ticket Number if available, and total calculated uptime/downtime, Jitter, Latency, and packet latency compared against the thresholds defined within the Accepted Service Level. The CCI Service Manager will validate the request, and submit to billing for recommended SLA credit amount for any Service not meeting ‘Accepted Service
- 1.24 **VPN (Virtual Private Network)** connects a private network(s) through transport across a public network and enables users to send and receive data across public networks as if their devices were directly connected to a private network.

## II. INTRODUCTION/OVERVIEW

### Services To Be Provided

1. The Department of Administrative and Financial Services, referenced herein as 'the STATE,' or 'the Department,' has selected Consolidated Communications Inc, referred herein as CCI, to provide the Department's Office of Information Technology (OIT) with MPLS services as defined in the CCI responses to Request for Proposal (RFP) 20210914 as CCI's acceptance to comply to OIT requirements. The State of Maine through its RFP process will hold CCI to its responses in the MPLS contract. The State requires CCI to comply with all responses CCI provided to State of Maine RFP technical and business requirements as well as cost proposal. The State will assume 'read and complies' or 'read, understand and complies' as being in compliance with the State of Maine RFP and its requirement(s) which is bound by the MPLS contract between parties.
2. The STATE has engaged CCI for the following Service Schedule effective as of the date of the last signature below (the "Effective Date"). The MPLS Service ("MPLS" or "Service") shall be provided in accordance with the specifications hereunder and within the CCI RFP responses. CCI will track the contract termination dates and all services whether provided directly or by a subcontractor. These MPLS Services will be configured as direct connections between two remote sites or as a connection between multiple remote sites to include two core locations as defined by the STATE. Each group of sites defined is through the VRF or virtual route function. The STATE will schedule site VRFs as needed for network configurations. Each remote site will be proactively monitored by CCI for circuit performance and trouble alerting. Upon the Effective Date, and subject to the MPLS Floor Pricing language in Rider E, Attachment 1, all or any in *CCI Network* MPLS services that the STATE obtains from CCI shall be billed at the rates set forth in Rider E, Attachment 1." New service orders will be billed as defined herein under paragraph 5 "BUILD OUTs/CONSTRUCTION." All data transport provided will remain within the Continental United States, and where necessary, within the State of Maine. CCI and the State currently maintain legacy CES circuits. These CES circuits will adopt the same service and support parameters as shown in the CCI CES SLA as set forth in Rider E, Attachments 5. until the CES circuits are transitioned to MPLS. Upon the execution of this contract, the State will not require CCI to establish central office diversity on CES circuits.

## III. DELIVERABLES

1. **Conditions:** The following conditions will be effective as of the date of the last signature below (the "Effective Date").
  - 1.1 **MPLS SERVICES:** as defined in the Rider E, Attachment 1 - MPLS Pricing, CCI will endeavor to replace any CCI network components used for the State's Services and identified below as "CCI Transport Equipment" no later than six months prior to its earliest EOS date. In the event CCI cannot replace the CCI Transport Equipment at or prior to any EOS date established by the manufacturers, CCI will provide the State with a report and provide a timeline for the replacement of the EOS CCI Transport

2. **Implementation Cutover To MPLS Service Data Rate:** CCI will work with the STATE to decommission the majority of the current CES services employed by the STATE as it replaces the legacy CES/EVC circuits with MPLS services provided by CCI. CCI Project Managers will work with the STATE's OIT to establish and execute circuit transitions as defined by Rider E, Attachment 3 – Implementation Plan, for each site counted as days from contract execution. Work will not commence until approval from OIT is granted.

2.1 CCI to the State Core services buildout

2.1.1 Upon completion of the CCI Network diagramming stage, CCI will provide the State with a report of any locations where the State's traffic traverses CCI Transport Equipment identified as EOS transport equipment or components within the CCI Network.

2.1.2 CCI will provide the State a remediation project timeline to replace the CCI Transport Equipment identified as EOS.

2.2 Remaining CES circuit conversion to MPLS

2.2.1 Upon completion of the CCI Network diagramming stage, CCI will provide the State with a report of any locations where the State's traffic traverses CCI Transport Equipment identified as EOS transport equipment or components within the CCI Network.

2.2.2 CCI will provide the State a remediation project timeline to replace the CCI Transport Equipment identified as EOS.

2.2.3 CCI PM will provide a timeline for the execution of MPLS conversion of the remaining CES and coordinate, with the STATE, mutual dates for the execution of the conversion.

2.2.3.1 Conversion of Department of Public Safety CES Service locations will occur after initial implementation of MPLS conversion as defined by agreement between CCI and the State.

2.2.3.1.1 Approved timeline will comply with the timeline provided within RFP response.

2.2.3.1.2 Approved timeline will be driven by the State and executed by CCI's Project Manager.

2.3 Implementation of Bandwidth Requirements

2.3.1 Upon completion of *CCI Network* diagramming stage CCI will provide the State a listing of Service location which:

2.3.1.1 can be immediately upgraded based on existing hardware and infrastructure conditions.

2.3.1.2 require CCI's point of termination equipment changes. CCI will provide estimated time to completion timeline by service location.

2.3.1.3 require significant construction efforts and provide estimated time to completion timeline by service location.

2.3.2 Upon review of the information, CCI and the State will schedule execution timelines for the upgrade of each service location.

2.3.2.1 Approved timeline will comply with the timeline provided within RFP response.

2.3.2.2 Approved timeline will be driven by the State and executed by CCI's Project Manager.

2.3.2.3 The STATE reserves the option to delay or chose not to execute bandwidth upgrades at their discretion.

## 2.4 Account Center

### 2.4.1 Account Center Portal

2.4.1.1 CCI will maintain an Account Center Portal to allow OIT finance officials to obtain and manage circuit information and billing data

2.4.1.2 The Account Center Portal will allow OIT technicians the ability to open, review, update and collaborate with CCI regarding circuit outages.

### 2.4.2 Implementation of Proactive Monitoring

2.4.2.1 CCI will provide Proactive and Performance Monitoring, at no additional cost, on all MPLS Services as identified in Rider E, Attachment 1 - MPLS Pricing as well as any newly provisioned MPLS service.

2.4.2.2 Once an outage is detected on a MPLS-VPN circuit and remains down for more than 15 minutes, the Proactive Monitoring service will automatically generate a trouble ticket for network resolution by a NOC technician. Once the trouble ticket is created an email/SMS notification with the service outage information will be sent to SoM admin team for awareness. The Email/SMS will have an hyperlink to the Account Center Proactive Monitoring Dashboard where SOM users will be able to view the status of their trouble ticket/s.

2.4.2.3 Once a trouble ticket is auto-generated, a CCI NOC technician will be assigned to resolve the network issue. The customer can view the status of the ticket in the Proactive Monitoring Dashboard.

2.4.2.4 Proactive Monitoring timestamps can be used to track trouble start times. The Performance Monitoring service is what was designed to monitor network performance measurements and will show the various SLA metrics on each circuit.

2.4.2.5 Proactive Monitoring timestamps can be used as trouble start times for SLA purposes.

## 3. **Service Requests (PON)**

### 3.1 Over Subscription

3.1.1 CCI will not oversubscribe core MPLS links more than a one-to-one ratio based on the aggregate bandwidth of the overall sum or serviced bandwidth.

3.1.2 CCI will review quarterly current subscription to CCI's network and identify oversubscription to the State during regular scheduled meetings.

### 3.2 New Service Request

3.2.1 The State will provide, in the form of a PON, written request to start, change or terminate service(s).

3.2.1.1 CCI, when facilities exist at the new service location, will deliver the new service within 15 business days.

3.2.1.2 CCI, when facilities do not exist at the new service location, will provide the STATE with an engineering plan and cost analysis within 14 business days. The STATE reserves the right to alter or cancel any order based on cost analysis at no cost to the STATE.



- 3.2.1.2.1 Upon acceptance of CCI's installation proposal the STATE may choose to cancel installation of the Service at any time during construction.
    - 3.2.1.2.2 CCI may submit to the STATE an itemized invoice of costs incurred up to the point of notification of cancellation of the STATE's Service order.
    - 3.2.1.2.3 The STATE will not be charged termination fees or cancellation fees nor will CCI bill any Monthly Reoccurring Charges beyond the notice of cancellation.
  - 3.2.2 Upon completion and STATE's acceptance of the new installation the service will be considered part of the State of Maine's *CCI Network*.
    - 3.2.2.1 CCI billing of the service will commence on the earlier of (i) the date of the State's acceptance or (ii) that day which is 14 days following CCI's written or electronic notice to the State that the circuit is up and running unless the State has not otherwise notified CCI the service provided was not acceptable.
- 3.3 Upgrade/Downgrade of Service
  - 3.3.1 The State reserves the right to change the Service level of the service, in part or in whole, without penalty, fee, or administrative fee, or any other charges other than changed Service level.
  - 3.3.2 The State will submit, in the form of a PON, orders to increase or decrease the bandwidth of existing services.
    - 3.3.2.1 CCI, when facilities exist at the new service location, will deliver the new service within 14 business days.
    - 3.3.2.2 CCI, when facilities do not exist at the new service location, will provide the STATE with an engineering plan and cost analysis within 14 business days. The STATE reserves the right to alter or cancel any order based on cost analysis at no cost to the STATE.
      - 3.3.2.2.1 Upon acceptance of CCI's installation proposal the STATE may choose to cancel installation of the Service at any time during construction.
        - 3.3.2.2.1.1 CCI may submit to the STATE an itemized invoice of costs incurred up to the point of notification of cancellation of the STATE's Service order.
  - 3.3.3 In the case of a reduction in bandwidth to a Service location, CCI will charge no more than the maximum scheduled rate, according to the rate schedule Rider E, Attachment 2 - Project Pricing, for Service at the current speed. CCI rate will be in effect from the date of acceptance of the Service change.
- 3.4 Cancellation and Termination
  - 3.4.1 The State will submit, in the form of a PON, orders to discontinue services at any time.
    - 3.4.1.1 CCI will cease billing of services effective the termination date contained within the subject PON.
      - 3.4.1.1.1 Errors in billing will result in credit to the STATE originating to the termination date of the subject PON.

### 3.5 Service Order Fees

3.5.1 CCI will not charge the State administrative fees for processing *Service Requests*.

### 3.6 Proof of Concept

3.6.1 Any non MPLS last mile will be submitted to the STATE for testing and approval by the State of Maine Network Services and Security offices and will meet contractual service level agreement perimeters.

3.6.2 In the event that CCI proposes a last mile solution to supplement the MPLS cloud, *CCI Network* must propose a detailed POC testing procedure to verify all applicable requirements included in their response RFP to the bid. The State shall review the test procedure and request modifications as necessary to insure complete in-service testing. Test procedure shall include the following items:

3.6.2.1 Connectivity for all State applications and routing protocols.

3.6.2.2 Verification of all service performance requirements noted within the RFP, including uptime, failover, dual mappings, performance monitoring, etc.

3.6.2.3 CCI will provide the STATE with the following standing test circuits:

3.6.2.3.1 One 1Gbps circuit at 111 Sewall Street and 45 Commerce Drive.

3.6.2.3.2 Up to five 100 Mbps circuits at five locations to be named which can be delivered at no CCI buildout costs. The STATE reserves the right to decline any site that may require build-out costs.

3.6.2.4 Evidence that performance is not degraded, packets are not lost, excess latency does not occur, and jitter does not create instability during Traffic simulation at 80% of the circuit Committed Information Rate (CIR).

3.6.2.5 Quality of Service markings are preserved and acted upon throughout the Vendor network.

3.6.2.6 Successful display of Vendor Help Desk performance and escalation path in a simulated outage.

3.6.2.7 The State will identify locations where POC will occur.

3.6.2.8 All circuits shall remain in full operations subsequent to the POC and acceptance by the State.

3.6.2.9 Vendor shall not bill for services being tested. Vendor shall not bill for services if the installation fails to operate properly per the requirements noted within this document. The State shall not be charged for equipment, software or service fees on the services under POC testing.

3.6.2.10 No travel expenses nor equipment delivery charges shall be billed to nor paid by the State.

3.6.2.11 The State shall require correction of defective work or damages to any part of a building or its appurtenance when caused by '*CCI Network*' supporting technician, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any bill or accounts due amount necessary to correct all defective work or damages from payments to the Vendor.

#### **4. RATES**

##### **4.1 Standard Rates**

- 4.1.1 Rates for MPLS services will be charged pursuant to Rider E, Attachment 1 - MPLS Pricing.
- 4.1.2 New Services not covered within Rider E, Attachment 1 - MPLS Pricing will be charged at no more than the maximum rate for that bandwidth service level as defined under Rider E, Attachment 2 – Project Pricing.

##### **4.2 Non-Standard or Special Rates**

- 4.2.1 CCI shall charge the scheduled rate on all new MPLS service locations or upgrades to existing service in accordance with Rider E, Attachment 2 – Project Pricing.

#### **5. BUILD OUTS/CONSTRUCTION**

##### **5.1 Out of CCI Service Territory**

- 5.1.1 CCI, when CCI owned facilities do not exist at the new service location, will provide the STATE with an engineering plan and cost analysis within 30 business days. The STATE reserves the right to alter or cancel any order prior to commencement of construction, at no cost to the STATE.
  - 5.1.1.1 Upon acceptance of CCI's installation proposal the STATE may choose to cancel installation of the Service at any time during construction. CCI may submit to the STATE costs incurred up to the point of notification of cancellation of the STATE's Service order.
- 5.1.2 Upon completion and State's acceptance of the new installation, the Service will be subject to the SLA as set forth in Rider E, Attachment 4.
- 5.1.3 The STATE reserves the right to use one of the following methods to fund the build out cost of a new circuit.
  - 5.1.3.1 Build out costs will be one-time up-front costs and monthly reoccurring costs will bill at the monthly reoccurring rate set forth in the service provisioning contract for the specific out of territory build accomplished by the State PON.
  - 5.1.3.2 Build out costs will be paid out as a non-recurring charge over the months remaining in the contract less three (3) months, as agreed upon between both parties. Once the State build out costs are paid in full, CCI will bill for the Service at the monthly reoccurring rate set forth in the service provisioning contract for the specific out of territory build accomplished by the State PON.
  - 5.1.3.3 A portion of the overall build out costs will be paid at the time of installation with the remaining costs paid as a non-recurring charge over the months remaining in the contract less three (3) months, as agreed upon between both parties. Once the State build out costs are paid in full, CCI will bill for the Service at the monthly reoccurring rate set forth in the service provisioning contract for the specific out of territory build accomplished by the State PON.
- 5.1.4 The State shall require correction of defective work or damages to any part of a building or its appurtenance when caused by 'CCI Network' supporting technician, equipment or supplies. The Vendor shall replace in satisfactory condition all

defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any bill or accounts due amount necessary to correct all defective work or damages from payments to the Vendor.

## 5.2 Within CCI Service Territory

- 5.2.1 CCI, when facilities do not exist at the new service location, will provide the STATE with an engineering plan and cost analysis within 14 business days. The STATE reserves the right to alter or cancel any order based on cost analysis at no cost to the STATE.
  - 5.2.1.1 Upon acceptance of CCI's installation proposal the STATE may choose to cancel installation of the Service at any time during construction. CCI may submit to the STATE costs incurred up to the point of notification of cancellation of the STATE's Service order. CCI will submit proof of their executed cost with the written request for compensation.
- 5.2.2 Upon completion and the STATE's acceptance of the new installation the service will be considered part of the State of Maine's *CCI Network*.
- 5.2.3 The STATE reserves the right to use one of the following methods to fund the build out cost of a new circuit.
  - 5.2.3.1 Build out costs will be one-time up-front costs and monthly reoccurring costs will equal that of the schedule rate under Rider E, Attachment 1 – Floor Pricing Schedule.
  - 5.2.3.2 Build out costs will be paid out as a non-recurring charge over the months remaining in the contract less three (3) months, as agreed upon between both parties. Once the State build out costs are paid in full, CCI will resume billing for the Service at the monthly reoccurring rate set forth in Rider E, Attachment 1 – Floor Pricing Schedule.
  - 5.2.3.3 A portion of the overall build out costs will be paid at the time of installation with the remaining costs paid as a non-recurring charge over the months remaining in the contract less three (3) months, as agreed upon between both parties. Once the State build out costs are paid in full, CCI will resume billing for the Service at the monthly reoccurring rate set forth in Rider E, Attachment 1 – Floor Pricing Schedule.
- 5.2.4 The State shall require correction of defective work or damages to any part of a building or its appurtenance when caused by either CCI supporting technician, equipment or supplies or that of any CCI subcontractor. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any bill or accounts due amount necessary to correct all defective work or damages from payments to the Vendor.

## 6. SERVICE ACCOUNT MANAGEMENT

- 6.1 CCI will establish and maintain an approved, robust account management team.
- 6.2 CCI account team will have a primary office location within the State of Maine. CCI will maintain a regional headquarters within 300 Miles of the State of Maine. The partnership

between the State and CCI is linked through the designated local account team. In order to ensure a strong partnership and eliminate the chance of misunderstanding the State's goals, all contact with the State's various logical entities must be done through the designated local account team.

6.2.1 CCI defines the account management team roles as follows:

- 6.2.1.1 **Account Manager**: Primary point of contact, responsible for overall relationship between CCI and the State; to understand the State's goals, objectives and policies, bringing in appropriate resources as needed, and escalate unresolved issues.
- 6.2.1.2 **Technical Sales Consultant: (Sales Engineer)** Technical support for the State account, understanding your technical goals, current needs and design infrastructure. The SE functions both in a pre-sale environment and also ongoing technical support for the account once services are installed.
- 6.2.1.3 **Service Manager**: Primary point of contact for service and maintenance issues. Receives submission of SLA requests. Supports escalation issues for service restoral.
- 6.2.1.4 **Service Representative**: Coordinates routine moves, adds, and changes for non-complex services (copper lines, DSL). Reviews any changes for billing accuracy.
- 6.2.1.5 **Specialist**: Coordinates moves, adds, changes, upgrades, conversion and disconnects of complex services (MPLS, CES, SIP, and Advanced Services)
- 6.2.1.6 **Billing Manger**: Oversees billing and SLA resolutions
- 6.2.1.7 **Client Services Manager**: Oversees Reps that support the State of Maine
- 6.2.1.8 **Service Technicians**: While not part of the direct Account Team, we have many Service Technicians that support the State of Maine across the State of Maine, for installations, fiber builds and trouble resolutions.
- 6.2.1.9 **Project Manager(s)** as needed. Provides overall management of projects for the State that can consist of large upgrades, conversion, and all fiber builds. As well as implementation for project-based monitoring services. Keep the State informed on weekly calls for progress and coordinates implementation.

6.2.2 OIT will act on the behalf of designated STATE function to conduct and coordinate Service Requests.

- 6.2.2.1 CCI will alert State OIT offices of any direct communications with other state offices reference to procurement of telecommunication services.
- 6.2.2.2 The CCI account management team will contain, at a minimum, an Account Manager, Technical Sales Consultant, Service Manager, Billing Manger, Billing Customer Service Representative, Service Technicians, Project Manager(s) as needed. CCI also will provided as necessary technical resources related to the CCI Network design and architecture. Upon written request, CCI will provide to the State relevant persons of contact to escalate issues through regional and operational leadership up to the CEO as necessary to resolve issues or conflict.
- 6.2.2.3 Due to the critical aspect of the CCI, STATE relationship the STATE will review the credentials of proposed members of the CCI management team supporting the STATE; CCI will provide detailed resume information including name, title, total years of service, years in current position, description of current duties, and information about special training and pertinent certifications for each individual proposed by role for STATE review and acceptance.

- 6.2.2.4 The CCI account team and the STATE will maintain monthly meetings to cover ongoing operational considerations, CCI service performance level review, projects and other topics as necessary to maintain service and support of the STATE services.
  - 6.2.2.5 CCI will provide written bi-annual updates on architectural designs and implementations affecting the Service and STATE delivery to be presented by CCI's engineering team at a scheduled quarterly meeting.
  - 6.2.2.6 CCI will provide updates to the EOL/EOS report on a bi-annual basis.
- 6.3 Outage Resolution:
- 6.3.1 CCI NOC will provide operational support 24/7/365 through dedicated account management and engineering and support teams.
  - 6.3.2 CCI will track and report outage status in real-time and be responsible for internal escalations per the escalation tree provided.
  - 6.3.3 CCI will engage appropriate high-level resources in the case of an event affecting critical components of the State's Service, including but not limited to links to the State core network, issues affecting public safety and widespread service interruptions. The State will be provided access to and updates from the CCI escalation team within the Network Operations Center.
    - 6.3.3.1 Upon written request CCI will provide a detailed after-action report to include the trouble causing service interruptions, the fix for the problem(s), and detail and further action needed to remediate or prevent the problem(s) from reoccurring.
    - 6.3.3.2 After Action reports will be delivered with 10 business days of the date CCI received the written request.
  - 6.3.4 Escalation
    - 6.3.4.1 CCI is responsible for resolving all issues found within the *CCI Network*.
    - 6.3.4.2 Upon the execution of this contract, CCI will provide the STATE with the path of escalation.
    - 6.3.4.3 When the STATE determines a problem or issue is not being resolved in a timely manner, the STATE will engage the next level of escalation.
    - 6.3.4.4 CCI will make the appropriate escalation Point(s) of Contact available to the STATE within 30 minutes of the request.
  - 6.3.5 Right to refuse: The State reserves the right to require CCI to train, counsel or reassign any personnel, to include subcontractors, vendors or other personnel engaged to support the STATE's *CCI Network*, whose actions are not consistent with the standards of the State and in the best interest of the customers utilizing the Services.

## 7. Billing Account Management

### 7.1 Invoicing

#### 7.1.1 Billing Account Codes:

- 7.1.1.1 Service Account Codes will be provided within the PON for new services.
- 7.1.1.2 The STATE will submit a PON to add/change/delete Service Account Codes within CCI billing services.

#### 7.1.2 Tie Codes:

- 7.1.2.1 CCI will provide separate Tie Code(s) for the STATE as defined under this contract to differentiate them from other State entities and Constitutional Branches.

7.1.3 Taxes and Fees

7.1.3.1 The STATE will pay all applicable state and federal mandated charges, taxes and fees.

7.1.3.2 All other charges, taxes and fees, are the sole responsibility of CCI or their affiliates.

7.2 Credits

7.2.1 SLA Credits are to be provided to the State by CCI for an outage under this Service Level Agreement. Such credits will be applied to the next billing cycle month.

7.2.2 The State will submit to CCI SLA credit requests, based upon output of CCI Performance Monitoring Reporting tools, by the 15<sup>th</sup> of each month.

7.2.2.1 The SLA Credit request will detail circuits and/or services which fall below the SLA as defined in Rider E, Attachment 4 (MPLS SLA) and Attachment 5 (Carrier Ethernet Services SLA).

7.2.2.2 The State may submit to CCI in writing, additional outage information for consideration of SLA Credit within 30 calendar days of the occurrence of the outage.

7.2.2.3 CCI will respond to the claim submission within 5 business days and will accept, or dispute submitted SLA credit request no later than 15 business days after it receives the SLA credit request from the State.

7.2.3 The State will submit in writing to CCI claims for billing adjustments. CCI will respond to the claim submission within 5 business days and will complete review of the claim with 10 business days. The State will be granted credits on incorrectly billed items to the date the State provided CCI written notification of a service adjustment, service change, service deletion, or to the date said error occurred in CCI's billing/invoicing systems, whichever is earliest.

7.2.3.1 The credit will apply on the next billing cycle, no later than 30 days after the initial submission of the claim.

7.2.3.2 If CCI fails to provide the credit indicated by the claim by the next end of the next billing cycle, CCI will be subject to a 10% penalty fee on the subject claim/credit.

7.2.3.3 There will be no time limit to the STATE regarding issuance of credit. CCI will credit the STATE to the origin date of the disputed error or disconnect date.

7.2.4 Chronic Outage: If the site experiences a chronic outage, the State and CCI will work together to explore problem and timeline to resolution. If the vendor is unable to provide an acceptable alternative in a designated timeline, the State will have the option to move that site to a different service with a different vendor without penalty to the STATE.

7.2.5 Scheduled Maintenance/Maintenance Outage: SOM requires no less than fourteen (14) business days advanced notice to allow customer offices the ability to adjust work schedules and make public notice of any scheduled outage. Therefore, SOM requires no less than 14 business day advanced notice prior to any scheduled maintenance/maintenance outage. Maintenance outages with 14 or more business days advanced notice will not be considered against "service availability" parameters nor be considered for SLA credit.

7.2.5.1 Should CCI request and receive authorization for a Scheduled Maintenance/Maintenance Outages during business hours, the total

outage time shall not exceed more than 8 (eight) Business Hours in any given billing period.

7.2.5.1.1 Business Hours are Monday - Friday 6am through 6pm eastern time excluding weekends and Holidays.

7.2.5.2 Black Out Days: Any planned maintenance occurring within a mutually agreeable Black Out Day that causes an interruption to the Service will result in a standard SLA credit for the duration of said interruption.

## 8. Service Delivery

8.1 Performance Monitoring: Upon execution of this contract Performance Monitoring will be added to MPLS sites through a managed project.

8.1.1 Performance Measures- CCI will provide online tools whereby the STATE will be able to view circuit performance view the CCI Performance Monitoring portal.

8.1.2 Reports - The State will use proactive network monitoring and Performance Monitoring to identify and track periods of Service outages at each Service location and provide a consolidated monthly "SLA Adherence Report" to CCI. The SLA Adherence Report will include, at a minimum: the affected Service location, Circuit Identification, CCI Ticket Number (if one exists) and total calculated uptime/downtime, Jitter, Latency, and packet latency compared against the thresholds defined within the Accepted Service Level. The Service Manager will validate the request and submit to billing for recommended SLA credit amount for any Service not meeting the terms of the applicable SLA.

## 8.2 Security

### 8.2.1 Background Check

8.2.1.1 Only preauthorized and approved CCI employees or personnel will be allowed on STATE premises.

8.2.1.1.1 CCI shall provide employee professional picture ID for State of Maine badges including the company name and company contact telephone number for each employee servicing the State account for the *CCI Network*. The ID shall be worn by all *CCI Network* personnel while servicing the State. The State shall retain the right to disallow service and site access to any personnel not displaying an ID badge. All costs of acquiring badges shall be solely borne by the Vendor. All *CCI Network* personnel will only utilize the State of Maine badge for State of Maine requested and authorized work.

8.2.1.1.2 CCI will at no time use STATE provided access to perform work that is not related to the STATE business.

8.2.1.2 CCI technicians will provide a SOM work order upon written or verbal request while accessing STATE properties to perform work on behalf or under this contract. CCI will notify the STATE within 24 hours (1 calendar day) when any employee is removed or should be removed from authorized access whether it be termination of employment or disciplinary action.

8.2.1.3 All technicians working on behalf of CCI who are granted authorize access will be subject to required training, badging and documentation as defined by the STATE at no cost to the STATE.



- 8.2.2 The STATE reserves the right to bar any CCI employee, vendors, contractors, and all other technical staff attempting to enter in a premise or in the process of performing work on the *CCI Network* from STATE premise(s).
- 8.2.3 CCI will ensure State of Maine circuits to be secured and untappable throughout the delivery model including CCI's logical network, physical network and premise offices.
- 8.2.4 CCI will adhere to State of Maine policy on physical access which requires:
  - 8.2.4.1 CJIS security training, certification, background and fingerprint checks at CCI's expense.
  - 8.2.4.2 Upon approval of each CCI technician, a badge will be provided to CCI technician(s) to wear when on State of Maine agency's site at all times.
  - 8.2.4.3 CCI is required to notify State of Maine OIT when an employee terminates so badge access can be deactivated immediately.
- 8.2.5 Modernization and equipment management
  - 8.2.5.1 CCI will ensure schedule preventive maintenance events are accomplished on their equipment or installed by their affiliates, contractors, vendors, and subcontractors.
  - 8.2.5.2 CCI will remove any *CCI Network* equipment retired or unused or abandoned within or on State Premise within 45 business days.

**RIDER B-IT**

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ 0
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

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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:

- A. 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.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. 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.
- E. The Billing Cycle for all services under this contract will begin on the first day of each month and end on the last day of each month.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

**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: Jon Richard \_\_\_\_\_  
Title: Director of Enterprise Operations \_\_\_\_\_  
Address: 51 Commerce Dr, Augusta, ME 04333 \_\_\_\_\_  
Telephone: 207 624 9861 \_\_\_\_\_  
E-mail address: Jon.Richard@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: Brian Oliver \_\_\_\_\_  
Title: Voice and Network Operations Manager \_\_\_\_\_  
Address: 45 Commerce Drive \_\_\_\_\_  
Telephone: 207 592 1776 \_\_\_\_\_  
E-mail address: Brian.K.Oliver@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.



1. **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*) \$ 4,000,000.00, 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.*

| <b><i>Number of PII Records</i></b> | <b><i>Insurance per Occurrence</i></b> |
|-------------------------------------|--|
| <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 \$ 4,000,000.00 *(The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider);* and

6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

2. **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 State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy (<https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf>). All IT applications and content delivered through web browsers must comply with the State Web Standards (<https://www.maine.gov/oit/policies/webstandards.html>) and the Digital Accessibility Policy.

**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 THIS ITEM IS INTENTIONALLY LEFT BLANK**

#### **43. OFF-THE-SHELF (OTS) SOFTWARE THIS ITEM IS INTENTIONALLY LEFT BLANK**

#### **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. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**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

Paragraph 12. ACCOUNTING, RECORDS, AND AUDIT is deleted in its entirety and replaced with the following.

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 **related to this contract** 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.

Paragraph 34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS is deleted in its entirety and replaced with the following.

**34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

1. The Provider certifies that, **to its knowledge**, 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, **related to this contract** 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.

RIDER D

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

RFP / CONTRACT #: MA 18P 221005\*0063

**THIS AGREEMENT** is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [insert Contract No.] (“Contract”) as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”).

**1. Definitions**

**A. Authorized Person**

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

**B. Authorized Use**

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

**C. Confidential Information**

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and
- (c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

**D. Services**

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

**E. Vendor**

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

## **2. Duty to Protect Confidential Information; Reporting Requirements**

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

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

### **3. Discovery and Notification of Breach of Confidential Information**

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident, intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

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

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

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

### **4. Written Report**

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

### **5. Notification to individuals.**

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

### **6. Use Restriction**

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

### **7. Security Obligations**

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

#### **8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property**

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

#### **9. Termination**

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's Services, or, (c) termination of Vendor's Contract, whichever occurs first. Vendor's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

#### **10. Compliance**

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

#### **11. Governing Law**

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

**12. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

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

**[Name of Vendor]:**

**State of Maine /Office of Information Technology:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date



Rider E  
Attachments

The following attachments are incorporated from the CCI proposal into this agreement. In the event of conflict between any attachment and Rider A of this document, Rider A will take precedence unless otherwise authorized by the agreement administrator.

Proposal Submission/Account Team

1. Attachment 1 - MPLS Pricing
2. Attachment 2 - Project Pricing
3. Attachment 3 – Implementation Plan
4. Attachment 4 – Consolidated MPLS Service Level Agreements
5. Attachment 5 – Consolidated Carrier Ethernet Service Level Agreement



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: Maine**

**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**









|     |  |                    |    |        |        | Non-Recurring Costs |        |        | Monthly Recurring Costs |            |            |            |            |
|-----|--|--------------------|----|--------|--------|---------------------|--------|--------|-------------------------|------------|------------|------------|------------|
| 344 | 85 Pleasant St                         | Brunswick          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 345 | 89 Franklin                            | Bucksport          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 346 | 180 Portland Rd                        | Buxton             | ME | 5      | 5      | Yes                 | \$0.00 | \$0.00 | \$2,085.33              | \$2,085.33 | \$1,981.07 | \$1,981.07 | \$2,033.20 |
| 347 | 325 Ocean House Rd                     | Cape Elizabeth     | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 348 | 14 Access Highway                      | Caribou            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 349 | 991 Fuller Rd                          | Carmel             | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 350 | 8000 Main St                           | Carrabasset Valley | ME | 5      | 5      | Yes                 | \$0.00 | \$0.00 | \$979.33                | \$979.33   | \$939.67   | \$939.67   | \$951.50   |
| 351 | 290 Tuttle Rd                          | Cumberland         | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 352 | 52 Court St                            | Dover Foxcroft     | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 353 | 50 State St Suite 10                   | Ellsworth          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 354 | 75 Water St                            | Fairfield          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 355 | 123 County Way                         | Farmington         | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 356 | 191 Bridgton Rd                        | Fryeburg           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 357 | 28 Husky Dr                            | Gorham             | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 358 | 96 Calais Rd                           | Hodgdon            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 359 | 97 Military St                         | Houlton            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 360 | 25 School St                           | Houlton            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 361 | 97 Military St                         | Houlton            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 362 | 12 Wabanaki Wy                         | Indian Island      | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 363 | 12 Wabanaki Wy                         | Indian Island      | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 364 | 340 Main St                            | Jay                | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 365 | 101 Main St                            | Kennebunkport      | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 366 | 1 Walker St. Portsmouth Naval Shipyard | Kittery            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 367 | 200 Rogers Rd                          | Kittery            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 368 | 300 Lisbon St                          | Lisbon             | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 369 | 28 Center St                           | Machias            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 370 | 21 Sea St                              | Mount Desert       | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 371 | 16 E Emerson Cummings Blvd             | Old Orchard Beach  | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 372 | 2 Portland Square                      | Portland           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 373 | 109 Middle St                          | Portland           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 374 | 50 County Way                          | Portland           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 375 | 100 Middle St                          | Portland           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 376 | 43 North St E 2                        | Presque Isle       | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 377 | 15 School St                           | Rangleley          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 378 | 301 Park St                            | Rockland           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 379 | 190 Middle Rd                          | Sabattus           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 380 | 20 Storer St                           | Saco               | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 381 | 935 Main St                            | Sanford            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 382 | 275 Us Route 1                         | Scarborough        | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 383 | Scarborough Downs 90 Payne Road        | Scarborough        | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 384 | B County Dr                            | Skowhegan          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 385 | 1 Farmgate Rd                          | South Berwick      | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 386 | 26 Western Ave                         | South Paris        | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 387 | 176 Gannett Dr                         | South Portland     | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 388 | 30 Anhoine St                          | South Portland     | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 389 | 26 Village Green Way                   | Southwest Harbor   | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 390 | 48 Saco Rd                             | Standish           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 391 | 100 Main St                            | Topsham            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 392 | 143 Depot St                           | Waldoboro          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 393 | 10 Colby Street                        | Waterville         | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 394 | 1563 Post Rd                           | Wells              | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 395 | 570 Main St                            | Westbrook          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 396 | 375 Gray Rd                            | Windham            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 397 | 228 High St                            | Windham            | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 398 | 1611Call Rd                            | Winthrop           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 399 | 522 Bath Rd                            | Wiscasset          | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 400 | 200 Main St                            | Yarmouth           | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 401 | 36 Main St                             | York               | ME | 5      | 5      | No                  | \$0.00 | \$0.00 | \$44.63                 | \$44.63    | \$42.39    | \$42.39    | \$43.51    |
| 402 | 111 Sewall Street                      | Augusta            | ME | 10,000 | 10,000 | No                  | \$0.00 | \$0.00 | \$1,220.00              | \$1,220.00 | \$1,159.00 | \$1,159.00 | \$1,189.50 |
| 403 | 45 Commerce Drive                      | Augusta            | ME | 10,000 | 10,000 | No                  | \$0.00 | \$0.00 | \$1,220.00              | \$1,220.00 | \$1,159.00 | \$1,159.00 | \$1,189.50 |

**Pricing Notes & Assumptions**

1. CCI has included the Implementation Construction Costs for delivery of the service, where required, at no additional cost to the State. The State is responsible for any private property construction required for entrance and extension within the State's facility.
2. In the event the State chooses not to move forward with the minimum bandwidth in this table, CCI will continue to provide service at the bandwidth current installed at the rates set forth in the Product Catalog in the Cost Submission tab.
3. No Bid sites are due to inability of 3rd party to validate address or availability of 3rd party facilities. Can discuss alternatives.

| MPLS FLOOR PRICING FOR NAMED CCI NETWORK SITES |        |            |
|--|--------|------------|
|  | 5M     | \$44.63    |
|  | 10M    | \$47.25    |
|  | 15M    | \$55.50    |
|  | 30M    | \$81.00    |
|  | 100M   | \$141.00   |
|  | 150M   | \$166.50   |
|  | 200M   | \$192.75   |
|  | 300M   | \$218.25   |
|  | 1000M  | \$306.75   |
|  | 10000M | \$1,220.00 |

Updated file provided by Elizabeth McCarthy 2/8/2023  
 \*RE:Comments on Draft Contract // File 4 Consolidated  
 Communications - Cost Proposal - for Contract Jan 2023.xlsx,  
 includes additional detail on "Floor pricing" as seen in rows 419-428



| Project Progress                  |                     |                |                 |                    |                  |                |                |                  |              |
|-----------------------------------|---------------------|----------------|-----------------|--------------------|------------------|----------------|----------------|------------------|--------------|
| Customer Name/Project Information |                     |                |                 |                    |                  |                |                |                  |              |
| Project Details                   |                     |                |                 |                    |                  |                |                |                  |              |
| Project Name                      | Project Description | Project Status | Project Manager | Project Start Date | Project End Date | Project Budget | Project Actual | Project Variance | Project Risk |
| Additional Product Catalog        | ...                 |                |                 |                    |                  |                |                |                  |              |
| BMS Input                         | ...                 |                |                 |                    |                  |                |                |                  |              |
| BMS Output                        | ...                 |                |                 |                    |                  |                |                |                  |              |
| BMS Cost                          | ...                 |                |                 |                    |                  |                |                |                  |              |
| Costs Discrepancy                 | ...                 |                |                 |                    |                  |                |                |                  |              |
| Cloud PaaS Current (\$Mpa)        | ...                 |                |                 |                    |                  |                |                |                  |              |
| Cloud PaaS Future (\$Mpa)         | ...                 |                |                 |                    |                  |                |                |                  |              |
| Cloud PaaS Total (\$Mpa)          | ...                 |                |                 |                    |                  |                |                |                  |              |
| Cloud PaaS Other (\$Mpa)          | ...                 |                |                 |                    |                  |                |                |                  |              |







Action Log

|    | Action Item Description   | Owner  | Timeline (business days) | Start Date | Completion Date | Not Started In Progress Complete | On Target In Jeopardy Recovered |
|----|---|--|--------------------------|------------|-----------------|----------------------------------|---------------------------------|
| 1  | Data Gathering Forms/Network Diagram  | CCI's Sales Engineer                                 | 14                       |            |                 |                                  |                                 |
| 2  | Project Kickoff to the Installation Project Manager                         | CCI's Account Team                                   | 5                        |            |                 |                                  |                                 |
| 3  | CCI Internal Kick off call  | CCI's Installation Project Manager                   | 1                        |            |                 |                                  |                                 |
| 4  | Establish Weekly Meeting/Conference call                                    | State of Maine and CCIs Installation Project Manager | 1                        |            |                 |                                  |                                 |
| 5  | Order Issuance of Dark Fiber  | CCI's Client Services Specialist                     | 3                        |            |                 |                                  |                                 |
| 6  | List of site contracts  | State of Maine                                       |                          |            |                 |                                  |                                 |
| 7  | Planning/Engineering Review/Site Visit                                      | CCI's Outside Plant Engineer/Planner                 | 15                       |            |                 |                                  |                                 |
| 8  | Site Ready work*  | State of Maine                                       |                          |            |                 |                                  |                                 |
| 9  | Procurement of materials, if not in stock                                   | CCI's Supply Chain                                   | 30                       |            |                 |                                  |                                 |
| 10 | Construction Fiber Placement/Splicing/Fiber Distribution Panel installation | CCI's Construction Team                              | 45                       |            |                 |                                  |                                 |
| 11 | Test and turn up of Dark fiber and Test Results                             | CCI's Construction Team                              | 2                        |            |                 |                                  |                                 |
| 12 | Client Acceptance   | State of Maine                                       |                          |            |                 |                                  |                                 |
| 13 | Bill/Invoice Review   | CCI Client Services Specialist                       | 1                        |            |                 |                                  |                                 |



\*All CCI work dependant upon completion of site ready work to include any and all State of Maine requirements and necessary permitting, licensing and traffic control as may be required

| DATE | NOTES |
|------|-------|
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**MPLS SERVICES ADDENDUM**

**1. INTERCONNECTION SPECIFICATIONS.** MPLS service will be delivered using American National Standards Institute (“ANSI”) specifications. The signal characteristics and supported MAC Layers at the Network Interface (“NI”) will be as specified in the ANSI standards. The physical NI will be dependent on the physical data rate contracted. Unless otherwise directed by CCI, you are responsible for ensuring appropriate marking of your traffic packet headings to ensure conformance to CCI’s MPLS network standards in order for proper prioritization of traffic.

**2. PERFORMANCE STANDARDS.** MPLS service standards apply between the MPLS service points of demarcation (“DEMARC”). When a third-party provider is used to extend the CCI network, standards apply only to the CCI network handoff (Network to NI) to the third party. MPLS service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual end-to-end availability and performance of MPLS service may be affected by the customer-provided equipment, dependent upon the type and quality of your equipment used.

**3. AVAILABILITY OBJECTIVE.** Availability is a percentage of total time that service is operative when measured over a 30-consecutive-day (720 hour) period. The end-to-end availability standards for MPLS service are:

| CCI MARKET         | SPECIFICATION  | AVAILABILITY |
|--------------------|--|--------------|
| CCI Legacy Markets | Fiber Access – Linear and Ring Protection with Redundant CPE*    | 99.999%      |
| CCI Legacy Markets | Fiber Access – Linear and Ring Protection with Non-Redundant CPE | 99.99%       |
| CCI Legacy Markets | Copper Access  | 99.95%       |
| CCI NNE Markets**  | Fiber Access – Linear and Ring Protection with Redundant CPE     | N/A, ICB     |
| CCI NNE Markets    | Fiber Access – Linear and Ring Protection with Non-Redundant CPE | 99.95%       |
| CCI NNE Markets    | Copper Access  | 99.95%       |

\*Redundant CPE consists of two (2) NIs on two (2) different CPE devices and two (2) different uplink fiber pairs at each of your sites terminating in two (2) core nodes in two (2) different CCI offices (dual homed).

\*\*CCI NNE Markets include Maine, New Hampshire and Vermont

**4. INOPERABILITY.** MPLS service is considered inoperative when there has been a loss of signal, or Packet Loss, Latency or Jitter do not meet the performance specifications below within any calendar month.

**5. PACKET LOSS.** Performance is noted in terms of packet loss. Packet Loss Ratio is defined as percentage of in-profile MPLS packets not reliably delivered between CCI DEMARCs over a given measurement interval. MPLS service performance standards for packet loss apply on a bi-directional basis between the CCI edge routers. The Packet Loss Ratio standards for end-to-end portions of MPLS service are:

| CCI MARKET         | SPECIFICATION                                      | CLASS OF SERVICE (“CoS”) | MONTHLY AVERAGE   |
|--------------------|--|--------------------------|---|
| CCI Legacy Markets | Packet Loss Ratio – Fiber Access at each Endpoint  | N/A                      | No more than 0.1%                                       |
| CCI Legacy Markets | Packet Loss Ratio – Copper Access for any Endpoint | N/A                      | Add 0.05% to commitment for each copper access endpoint |
| CCI NNE Markets    | Packet Loss Ratio – Fiber Access                   | Mission Critical         | No more than 0.01%                                      |
| CCI NNE Markets    | Packet Loss Ratio – Fiber Access                   | Priority Data            | No more than 0.01%                                      |
| CCI NNE Markets    | Packet Loss Ratio – Fiber Access                   | Expedited Data           | No more than 0.1%                                       |
| CCI NNE Markets    | Packet Loss Ratio – Fiber Access                   | Standard Data            | N/A, ICB  |
| CCI NNE Markets    | Packet Loss Ratio – Copper Access                  | N/A                      | Standard Data CoS average applies                       |

CCI reserves the right to exclude the following packet types from calculation of the Packet Loss Ratio: any packets over the Committed Information Rate (“CIR”), which may be dropped; corrupted packets (CRC, FSC or alignment errors); “runts” or packet sizes less than 64 bytes; jumbo packets over the defined MTU of the circuit; and/or packets with invalid destination MAC addresses. Packet Loss is reviewed for SLA commitments only when CoS has been purchased.

**6. LATENCY.** Latency, also known as delay, is defined as the average time it takes a packet to travel round trip between the CCI edge routers over a given measurement interval. MPLS service performance standards for latency apply on a bi-directional basis between the CCI edge routers. Latency is reviewed for SLA commitments only when CoS has been purchased. The Latency standard for MPLS service is:

| CCI MARKET         | SPECIFICATION   | CoS              | MONTHLY AVERAGE   |
|--------------------|---|------------------|---|
| CCI Legacy Markets | Latency (0-100 miles) – Fiber Access at Each Endpoint   | N/A              | No more than 16 ms (one way)                                      |
| CCI Legacy Markets | Latency (101-250 miles) – Fiber Access at Each Endpoint | N/A              | No more than 20 ms (one way)                                      |
| CCI Legacy Markets | Latency (0-250 miles) – Copper Access (0-250 miles)     | N/A              | Add 3 ms to applicable commitment for each copper access endpoint |
| CCI Legacy Markets | Latency (251+ miles) – Fiber or Copper Access           | N/A              | N/A, ICB  |
| CCI NNE Markets    | Latency – Fiber Access                                  | Mission Critical | No more than 15ms (one way)                                       |
| CCI NNE Markets    | Latency – Fiber Access                                  | Priority Data    | No more than 20 ms (one way)                                      |
| CCI NNE Markets    | Latency – Fiber Access                                  | Expedited Data   | No more than 25 ms (one way)                                      |
| CCI NNE Markets    | Latency – Fiber Access                                  | Standard Data    | N/A, ICB  |
| CCI NNE Markets    | Latency – Copper Access                                 | N/A              | Standard Data CoS average applies                                 |

**7. JITTER.** Jitter is a variation of Latency. It is the variation in time between packets arriving, caused by network congestion, timing drift, or route changes. MPLS service performance standards for jitter apply on a one-way basis between CCI's edge routers. Jitter is reviewed for SLA commitments only when CoS has been purchased. End-to-end Jitter standards for MPLS service are:

| CCI MARKET         | SPECIFICATION               | CoS              | MONTHLY AVERAGE                   |
|--------------------|-----------------------------|------------------|-----------------------------------|
| CCI Legacy Markets | Jitter Rate                 | N/A              | N/A, ICB                          |
| CCI NNE Markets    | Jitter Rate – Fiber Access  | Mission Critical | No more than 5 ms (one way)       |
| CCI NNE Markets    | Jitter Rate – Fiber Access  | Priority Data    | No more than 5 ms (one way)       |
| CCI NNE Markets    | Jitter Rate – Fiber Access  | Expedited Data   | N/A, ICB                          |
| CCI NNE Markets    | Jitter Rate – Fiber Access  | Standard Data    | N/A, ICB                          |
| CCI NNE Markets    | Jitter Rate – Copper Access | N/A              | Standard Data CoS average applies |

**8. MEAN TIME TO REPAIR.** Mean Time to Repair (“MTTRepair”) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device from arrival of technical personnel on site. The average monthly MTTRepair objective is four (4) hours.

**9. MEAN TIME TO REPAIR CPE EXTENDED SERVICE AREA.** Extended Service Area refers to areas outside of direct field technician coverage, whereas a third party may be utilized for purposes of installation and repair support.

| SPECIFICATION                             | MONTHLY AVERAGE   |
|---|-------------------|
| MTTRepair Extended Service Area           | Next business day |
| MTTRepair Extended Service Area – Upgrade | 4 hours           |

**10. MEAN TIME TO RESPOND.** Mean Time to Respond (“MTTRespond”) is a measure of the average time required to acknowledge the trouble ticket and dispatch technical personnel if required.

| SPECIFICATION | MONTHLY AVERAGE |
|---------------|-----------------|
| MTTRespond    | 2 hours         |

**11. REPAIR AND SCHEDULED MAINTENANCE.** Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of MPLS service by you for testing. You will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards will not apply during scheduled maintenance periods.

**12. SLA SERVICE CREDIT PROCESS.** SLA credits will be granted for MPLS service if CCI fails to meet service parameters as previously defined under Availability, subject to the following terms and conditions. When CoS has been purchased, Packet Loss, Jitter and Latency are also considered. CCI reserves the right to change, amend or revise this policy at any time. For the SLA credit process, please refer to the terms and conditions on your contract.

| ACTUAL SERVICE AVAILABILITY | CONFIGURATION |               |        | EXAMPLE FOR 30-DAY MONTH |
|-----------------------------|---------------|---------------|--------|--------------------------|
|                             | Redundant     | Non-Redundant | Type 2 |                          |
| 100%-99.999%                | 0%            | 0%            | 0%     | Less than 40 sec         |
| 99.999%-99.95%              | 5%            | 0%            | 0%     | 40 sec up to 24min       |
| 99.95%-99.5%                | 10%           | 10%           | 0%     | 24 min up to 4 hrs       |
| 99.5%-98.9%                 | 25%           | 25%           | 0%     | 4 hrs up to 8 hrs        |
| 98.9%-98.2%                 | 40%           | 40%           | 0%     | 8 hrs up to 12 hrs       |
| <98.2%                      | 50%           | 50%           | 0%     | Greater than 12 hrs      |

| PERCENTAGE OVER PACKET LOSS RATIO, JITTER AND LATENCY SPECIFICATION | CREDIT AS A PERCENTAGE OF MRC |
|---|-------------------------------|
| 1-25%   | 10%                           |
| 26-50%  | 20%                           |
| 51-75%  | 30%                           |
| 76-100%   | 40%                           |
| >100%   | 50%                           |

**TYPE II SLA:**

**Service Outage**

A qualifying Service Outage is an outage that is caused by a failure on the 3<sup>rd</sup> party network, not related to Force Majeure event or a Maintenance activity (planned or emergency). In order to receive a Service Outage Credit, customer must make a written request for it. Credits for Service Availability are as follows:

|                             |              |
|-----------------------------|--------------|
| <b>Type II SLA</b>          |              |
| <b>Service Availability</b> | <b>99.9%</b> |

| Outage Duration (measured per outage)  | Available Credit Percent   |
|--|--|
| Between 30 minutes - 1 Hour and 59 Min | 0%   |
| 2+ Hours                               | 5% MRC for each day or partial day, not to exceed 1 month's MRC in a calendar month. |



**APPENDIX A**  
**CARRIER ETHERNET SERVICE**  
**SERVICE LEVEL AGREEMENT (“SLA”)**

**POLICY**

Consolidated Communications Internet (“Consolidated”) is committed to providing a reliable, high-quality network to support its Carrier Ethernet Service (“Service”). The key component of the Service is Service Availability. If an Eligible Customer (as defined below, also referred to herein as a “Customer”) experiences a failure of this Service parameter, Consolidated Co will provide Customer with an SLA Credit as described herein.

**DEFINITIONS**

**“Consolidated Network”** refers to our Service network from the Customer’s site to the Consolidated network provider edge. The Consolidated Network includes the Consolidated side from the point of demarcation at the Customer’s site or premises (as specified in the corresponding Schedule), Consolidated Provided Local Access Circuits purchased directly through Consolidated, Consolidated customer premises equipment and networks and network equipment and Ethernet circuits owned or controlled by Consolidated. The Consolidated Network does not include the Consolidated service network at locations utilizing underlying network service providers or services utilizing network service providers outside of the operating territory of the Consolidated affiliate local exchange company (each referred to hereinafter as “Type II arrangements”).

**“Eligible Customer”** means any Customer who has purchased Service from Consolidated, excluding any Customer (i) whose connection terminates at a Customer edge router which is inactive, (ii) who is blocking, or who during the period in question, has blocked Consolidated from sending Internet control message protocol (“ICMP”) and simple network management protocol (“SNMP”) traffic to their Customer-premises router, (iii) who does not provide, or who during the period in question, has not provided the necessary access to personnel and facilities at the customer premises to enable Consolidated to perform comprehensive service troubleshooting, (iv) whose current contract term is not at least one (1) year in length (v) whose account is, or during the period in question, was not in good financial standing with Consolidated, or (iv) whose Service is provided using Type II arrangements.

**“Consolidated Provided Local Access Circuit”** means any leased circuit connecting a Customer's router to a Consolidated edge network that was ordered and is managed by Consolidated.

**“Outage”** means a time period during which the demarcation point UNI port (Ethernet hand-off) is unable to send or receive ICMP traffic.

**“Service Availability”** is determined by metrics associated with the availability of the network elements under Consolidated’s control.

**“SLA Credits”** are defined as the credits to be provided to Customer by Consolidated for an outage under this Service Level Agreement.

**Service Availability Agreement:** The Consolidated Network will support up to 99.9% availability for a Consolidated provided local access circuit.

**Committed Information Rate “CIR”:** Consolidated provides 100% Committed Information Rates (CIR) on its Service. Each Service will be configured and provisioned to operate to the full CIR specified for the product. The Consolidated Next Generation Network is engineered to ensure that even during

peak network load, the Service will be capable of transmitting or receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the CIR as averaged over a calendar month. Committed Information Rate does not apply to performance outside of the Consolidated Network. If the subscribed bandwidth throughput is not met, Consolidated will have 5 days to restore the throughput to specification. If Consolidated is unable to restore bandwidth throughput to the subscribed level, the Customer may elect 1) to terminate the service without early termination fees or other penalty by providing Consolidated with written notice of its desire to terminate, or 2) to downgrade without penalty to the service bandwidth rate that is being received.

Service interruptions caused by Consolidated’s planned network maintenance activities, maintenance at the Customer premises, failure or misconfiguration of Customer premises hardware, equipment or software, failures of Customer-managed or Independent Telephone Company-managed local access circuits, breach of the Service Agreement, and Force Majeure events will be ineligible for SLA Credits hereunder and shall not be included in the definition of “Outage”.

In order to be eligible for SLA Credits, Customer must report an Outage by opening a trouble ticket with Consolidated. The length of an outage is calculated based on outage information contained in trouble tickets (close date/time minus open date/time less any stop clock time).

**SLA Credits:** Customer is eligible for SLA Credit if Consolidated fails to meet its Service Availability goal. The credit the Customer is entitled to is determined by multiplying the applicable percentage shown in the below table by the monthly recurring charge (“MRC”) for the particular affected/non-performing Service.

| Per Service Outage       | Percentage Credit |
|--------------------------|-------------------|
| Less than 43 minutes     | No Credit         |
| 43 minutes up to 4 hours | 10% of the MRC    |
| 4 hours up to 8 hours    | 25% of the MRC    |
| 8 hours up to 12 hours   | 40% of the MRC    |
| Greater than 12 hours    | 50% of the MRC    |

A maximum SLA Credit of fifty percent (50%) of the monthly recurring charges for port and Consolidated Provided Local Access Circuits may be provided during any single month for non-redundant access circuit configurations and one hundred percent for redundant access circuit configurations

**Chronic Outage.** Should Customer’s Service experience an outage on three (3) or more separate occasions totaling more than twelve (12) hours or of more than fifteen (15) hours on one (1) occasion during any single standard billing period (a “chronic outage”), Customer may terminate the subject Services prior to the end of the Service Term without incurring early termination charges.

Customer must notify Consolidated of any election to terminate pursuant to this SLA in writing within thirty (30) days of any chronic outage giving rise to a right of such election. Customer may only terminate Service that experiences a chronic outage as described above.

This SLA sets forth Customer’s sole and exclusive remedy for chronic outages or any outages of Service.

## **SLA Credits**

### **SERVICE CREDIT PROCESS**

**Filing Period:** Claims for SLA Credits must be submitted to Consolidated within one (1) week of the outages occurrence.

#### **Required Information**

The claim for SLA Credit must include the following information:

- Customer name
- Customer's Contact's name, telephone number and e-mail address
- Customer Billing Account Number
- Circuit Identification Number
- Date and beginning/end time of outage
- Trouble Ticket Number
- Brief description of the characteristics of the outage

#### **Claim Process**

Customer must submit the required information above in writing to [slacreditrequest@consolidated.com](mailto:slacreditrequest@consolidated.com). Consolidated will acknowledge all claims within two (2) business days and will review all claims within five (5) business days of receipt. Customer will be informed by email or telephone whether the claim for SLA Credit will be granted or rejected. If rejected, the notification will specify the basis for rejection.

#### **Credit Process**

Approved SLA Credits will be applied to the Customer's billing during the billing cycle following the approval of the claim for SLA Credits.

#### **Policy Change**

Consolidated reserves the right to change, amend or revise this policy at any time.