



IT MASTER AGREEMENT AMENDMENT

DATE: 6/18/2026	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 20062400000000000168	ITP#: 266891
DEPARTMENT AGREEMENT #: N/A	

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 51 Commerce Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: Radio Communications Management Inc		
ADDRESS: 158 Rand Road		
CITY: Portland	STATE: ME	ZIP CODE: 04102
PROVIDER'S VENDOR CUSTOMER #: VC100074410		

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

Department Representative:

Signed by: John E. Richards, Director 6/25/2026
 BY: **John E. Richards, Director** Date

Provider Representative:

Signed by: Mac D. McKnight, President 6/25/2026
 BY: **Mac D. McKnight, President** Date

DAES - Office of Information Technology:

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

DAES - Office of State Procurement Services:

Signed by: Nancy Tan 6/25/2026
 BY: **Nancy Tan, IT Procurement Dir** Date

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

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

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

☒	Amended Period	Original Start Date: 7/1/2020	MA Amendment Start Date: 7/1/2026
		Current End Date: 6/30/2026	New End Date: 12/31/2026
		Reason: Extending agreement to provide time to complete an RFP.	
☐	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
☐	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
☐	Other	Describe the Changes:	

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



IT MASTER AGREEMENT AMENDMENT

DATE: 5/17/2025	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 200624*168	ITP#: 255049
DEPARTMENT AGREEMENT #: N/A	

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Administrative and Financial Services/Maine IT		
ADDRESS: 66 Industrial Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330-147
PROVIDER		
PROVIDER NAME: Radio Communications Management, Inc.		
ADDRESS: 158 Rand Rd.		
CITY: Portland	STATE: ME	ZIP CODE: 04102
PROVIDER'S VENDOR CUSTOMER #: VC1000074410		

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

Department Representative:

6/4/2025
 BY: **John Richards, Director**

Provider Representative:

6/4/2025
 BY: **Mac D. McKnight, President** **Date**

DAFS – Office of Information Technology:

6/4/2025
 BY: **Nicholas Marquis, CIO** **Date**

DAFS – Office of State Procurement Services:

6/4/2025
 BY: **David Morris, CPO** **Date**

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

STATE OF MAINE | IT MA AMENDMENT

IT MASTER AGREEMENT AMENDMENT

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

☒	Amended Period	Original Start Date: 7/1/2020	MA Amendment Start Date: 7/1/2025
		Current End Date: 6/30/2025	New End Date: 6/30/2026
		Reason: Extending Agreement to provide time to complete a RFP	
☐	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
☐	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
☒	Other	Describe the Changes: 1) All IT policy references in the original June 2020 contract are hereby amended to include the latest policy portfolio, and versions effective on the date of execution of this Amendment. 2) CHANGES TO MA (TERMS AND CONDITIONS) IN ATTACHMENT A.	

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

STATE OF MAINE | IT MA AMENDMENT

ATTACHMENT A: CHANGES TO MA (TERMS AND CONDITIONS)

Rider B-IT Section **21**, is deleted and replaced in its entirety with the following:

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

Rider B-IT is amended by adding the following language:

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

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

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

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

RIDERS

☒	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – Scope of Work and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Bid Cover Page and Debarment Form
☒	Debarment, Performance, and Non-Collusion Certification
☐	Price sheet (attach excel spreadsheet to post on website)
☒	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

This master agreement is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a master agreement under which Radio Support Services will be procured and delivered. All delivery orders will be subject to the terms and conditions attached and hereby incorporated into this contract.

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

Master Agreement: 200624*0168

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES / OFFICE OF INFORMATION
TECHNOLOGY (OIT)
Agreement to Purchase Services

THIS AGREEMENT, made this 22nd day of June, 2020, is by and between the State of Maine, Department of Administrative & Financial Services / Office of Information Technology (OIT), hereinafter called "Department," and Radio Communications Management, Inc., located at 158 Rand Rd., Portland, ME 04102, hereinafter called "Provider", for the period of 7/1/2020 to 6/30/2021.

The AdvantageME Vendor/Customer number of the Provider is VC1000074410

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/E/F – At Department's Discretion
Rider G – Identification of Country in Which Contracted Work will be Performed

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

Provider: **Radio Communications Management Inc.**

DocuSigned by:
By: Scott Rivard
Scott Rivard, President
Date: 6/19/2020

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

DocuSigned by:
By: Frederick Brittain
Frederick Brittain, Chief Information Officer
Date: 6/19/2020

Total Agreement Amount \$0.00, Based on Usage

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

Summary

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection.

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

This contract is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a Master Agreement under which Radio Support Services will be procured and delivered.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

Service Delivery

At the Department's request, the Provider will deploy technicians that will work on a time and materials basis by completing service order requests for radio support services statewide. The Provider will work under the direction of and report to the State's Program Administrator or designee. Prior to beginning any work, the State's Program Administrator or designee will forward a service order to the successful Bidder to perform the requested services via email and/or by telephone. The Provider will not begin work until an approved service order has been received. The Provider will provide personnel, tools, equipment, and supplies when the service order is received from the State's Contract Administrator.

Radio Support Technicians

- a. Radio Communications Mechanic - Installation of mobile radio and emergency equipment.
- b. Radio Communications Technician
 - Lead person performing work at any tower site, dispatch center or technical user equipment services.
 - Some jobs may require two (2) Communications Technicians' or one (1) Communications Technician and one (1) Communications Mechanic. This will be job dependent and discussed with the Department prior to mobilization.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- Any site requiring ATV or snowmobile access will require two (2) technicians.
- Some remote tower sites even if accessible by truck may require two (2) technicians for safety. This will be discussed with the Department prior to mobilization.

c. Tower Climber

- Any work requiring leaving the ground for repairs or inspections of towers.
- Minimum of two (2) certified climbers are always required.

Dedicated Technician/Key Personnel

The Provider must assign dedicated technicians to the Department in order to maximize their familiarity with radio infrastructure therefore expediting service restoration in the event of problems. The Provider must notify the Program Administrator at least fourteen (14) calendar days in advance of any changes to dedicated technicians or key personnel. All changes are subject to the Department's final approval. The Provider will supply 'back-up' technicians in the event a 'dedicated' technician is out for an extended time.

Call/Outage Response

The Department supports a public safety network and as such must be considered high-priority over other clients for emergency call-in responses. Provider must supply emergency response 24/7 to any site the Department is responsible for. Provider must respond to requests within one (1) hour of a call being placed by the State, 24/7. Provider must have the ability to be onsite within four (4) hours of original service request, if requested by the Department. Emergency response will be defined as the vendor must be onsite within four (4) hours of original service request.

Travel

Billing shall apply for one-way travel time and one-way mileage incurred by the technician. Any allowable mileage will be reimbursed at the rate listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Billing for technician one-way travel time and one-way mileage shall be calculated from the actual location of the technician at the time the service order is placed to the site location.

At times technicians may be required to stay overnight at remote locations within the State of Maine. The Department's Program Administrator or designee must give written prior authorization to the Provider for all overnight travel. The Department will reimburse for overnight travel at the Per Diem rates listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Fuel expenses incurred by the Provider are non-reimbursable by the Department. Any insurance or rental fees incurred by the Provider are non-reimbursable by the Department.

Invoicing for Service and Parts/Materials

The Provider will provide a weekly invoice to the Department for service orders completed within that week period. The billing shall include the assigned contract number and for all parts/materials will cross-reference the service order number issued by the Department. Invoices must also include a brief description of Parts/Materials. Invoices must include number of miles traveled one way by technician, if applicable. The Provider must provide a copy of receipts of all receipts for any allowable expenses associated with overnight travel.

Security

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The Provider, sub-contractors, and all personnel will be required to undergo a fingerprint-based background check performed by the Maine State Police. The State Police will decide whether an individual is dis-qualified to perform work for the State. This background check may also be performed periodically during the course of the awarded contract.

Confidentiality

Provider technicians will be privy to information regarding the design, configuration, and support of Maine's radio and network system. Provider must agree to use its best efforts to prevent and protect the information, or any part thereof, from disclosure to any person other than disclosing information in connection with the fulfilling service requests. In addition, the Provider agrees to take all steps reasonably necessary to prevent information from falling into the public domain or into the possession of unauthorized persons. All technicians will be required to sign a non-disclosure statement.

Rates

Job Title	Hourly Rate 7-1-2020 to 6-30-2021
Radio Communications Mechanic (core business hours)	\$75.00
Radio Communications Mechanic (extended after hours)	\$95.00
Radio Communications Technician (core business hours)	\$115.00
Radio Communications Technician (extended after hours)	\$140.00
Tower Climber (core business hours)	\$100.00
Tower Climber (extended business hours)	\$150.00
Emergency Response	\$230.00
	Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered)
Parts/Materials ##	15 %

RCM will not be required to disclose confidential pricing information.

RCM will provide the following vendor discounts:

- Harris Corporation equipment & parts- 27% off current published list price
- JVCKenwood equipment & parts- 30% off current published list price
- TX/RX Systems parts and equipment- 27% off current published list price
- TESSCO and other non-dealer equipment and parts will be sold to the State of Maine at a 15% mark-up and an invoice will be provided from the supplier upon request.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00, Based on Usage

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

Per rates in Rider A

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.

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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: _____
 Title: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

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: John E. Richards
 Title: Director, Radio Operations
 Address: 66 Industrial Drive, Augusta, ME 04333-0147
 Telephone: 207-624-9986
 E-mail address: John.E.Richards@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,

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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;

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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*) \$_____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- C.1) Consumer notification, whether or not required by law;
- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

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

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

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

<i>Number of PII Records</i>	<i>Insurance per Occurrence</i>
<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 \$_____ *(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.

AGREEMENT TO PURCHASE SERVICES (BP54-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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

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

43. OFF-THE-SHELF (OTS) SOFTWARE For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

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

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

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

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

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



United States. Please identify state: ME



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

April 08, 2020



PROPOSAL FOR:
THE STATE OF MAINE



"RADIO SUPPORT SERVICES RFP# 202001021"



State of Maine Services RFP# 202001021

APPENDIX A

**State of Maine
Department of Administrative and Financial Services
PROPOSAL COVER PAGE
RFP# 202001021
Radio Support Services**

Bidder's Organization Name:	Radio Communications Management, Inc.		
Chief Executive - Name/Title:	Scott Rivard / President		
Tel:	207-797-7503	E-mail:	srivard@rcm2way.com
Headquarters Street Address:	158 Rand Rd.		
Headquarters City/State/Zip:	Portland, ME 04102		
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:	Mac McKnight / VP		
Tel:	207-797-7503	E-mail:	mmcknight@rcm2way.com
Headquarters Street Address:	158 Rand Rd.		
Headquarters City/State/Zip:	Portland, ME 04102		

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting agreement with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Name (Print): Scott Rivard	Title: President
Authorized Signature: 	Date: 04/08/2020

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



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State of Maine Services RFP# 202001021

SECTION I – PROPOSER OVERVIEW AND REFERENCES

Prime Proposer

Overview of Organization - "Our Team"

Radio Communications Management, Inc. has been providing state-of-the-art communications equipment and service for over thirty (30) years. RCM offers complete service coverage throughout the State of Maine by strategically locating three (3) offices, certified technicians, equipment, and a comprehensive array of site access vehicles at key locations throughout the state. Our company is comprised of an entirely technical staff and boasts some of the brightest and most innovative technicians in the industry. RCM believes that customer service and support comes first, this strong emphasis has been the key to RCM's continued customer satisfaction.

RCM is the leading provider of public safety communications systems and service in the State of Maine. We have installed and continue to support countless systems for public safety agencies throughout the State of Maine.

Our technicians hold the following certifications to name a few:

- Harris Certified P25 System
- Harris Certified MASTR III
- Harris Certified MASTR V
- Harris Certified Regional Network Manager
- Harris Network Operations and Management
- Alcatel MDR-8000 Operations and Maintenance
- Alcatel TSM-8000 Administration and Operation
- Microsoft Certified Professional (MCP)
- CompTIA Net+ Certified
- CompTIA A+ Certified
- MikroTik Certified
- ComTrain Tower Safety and Rescue Certified
- Motorola Certified Technician
- Orbacom Certified Technician
- Avtec Scout Dispatch Console Certified
- Hirsch Electronics Certified Technician
- Watson Dispatch Design Certified
- TAIT DMR Technician Intro
- FCC GROL Licensed
- TX/RX In-Building Amplification Systems
- RCM is a Zetron "Premiere" Authorized Dealer and Service Center
- Zetron MAX Console System Certified Technician

Radio Communications Management, Inc. service locations:

- 1) Corporate Headquarters
158 Rand Rd.
Portland, ME 04102
- 2) Chelsea (Augusta) Office



State of Maine Services RFP# 202001021

236 Hallowell Rd.
Chelsea, ME 04330

- 3) Presque Isle
38 Rice St.
Presque Isle, ME 04769

RCM is a fully equipped service company with unmatched resources available for system testing and site access equipment:

- (3) P25 service monitors (1 with DMR license and 2 upgradable)
- (9) Analog service monitors
- (3) Anritsu Site Master antenna & cable testing sets
- (13) Watt meters
- Line testing equipment
- And much more additional required equipment as needed to service a Simulcast radio network.
- (9) 4x4 pick-ups for site access
- UTV (with track option), (2) ATV's and (4) Snowmobiles for site access

Note: All RCM service test equipment to be used on this system will have current calibration certifications.

System installation, routine, and emergency services to be provided by the following service technicians:

Scott Rivard - Owner/President

Harris Corporation trained in the service of State of Maine MSCommNet site equipment.

- 30+ years' experience in wireless communications industry.
- Managed the RCM portion of the MSCommNet installation for RCM.
- Harris Trained P25 System Technician.
- Available 24/7/365 for emergency response.

Mac McKnight – Owner/Vice President/System Engineer

- Specializes in programming, troubleshooting, and logistics
- 13 years' experience in communications equipment configuration, maintenance, testing, and installation.
- Factory-trained and experienced in the service of all Harris P25 site, dispatch, and user equipment.
 - Supervised the installation of northern Maine MSCommNet site and dispatch system equipment.
 - Harris certified P25 system technician
 - Harris certified MASTR V technician
 - Harris Trained P25 System Technician
 - Harris Trained Regional Network Manager
 - Harris Trained Network Operations & Management
 - Harris Active Directory on VIDA Architecture
 - Harris P25 Console Operation
 - Harris Microwave Fundamentals
 - Harris P25IP



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-
- Harris Unified Administration System (UAS)
 - TAIT DMR Technician Intro
 - Alcatel MDR-8000 Operations and Maintenance
 - Alcatel TSM-8000 Administration and Operation
 - Microsoft Certified Professional (*MCP*)
 - CompTIA Net+ Certified
 - CompTIA A+ Certified
 - MikroTik Certified
 - ComTrain Tower Safety and Rescue Certified
 - Experienced with service and programming of all Harris, Kenwood, Motorola, and Hytera subscriber radio products
 - Experienced on all aspects of Harris console service.
 - Experienced and Certified Tower Climber.
 - Infrastructure Equipment and Implementation Specialist
 - Co-Chair - Maine State Communications Network (MSCN) Change Management Board.

Kermit Beaulieu – Operations and Project Manager

Manager/Technician for the MSCommNet installation and upgrades. Experienced large-scale project manager with a technical background. Work experience in Federal, State and Municipal level projects.

- 18 years' experience in the microwave, and communications systems.
 - Terrestrial PTP and PTMP systems
 - Satellite based systems
 - LMR/DMR/P25 Systems
 - Cellular voice and data systems
- 15 years' experience in management, at multiple levels
- Management collaboration and problem resolution training and experience
- 7 years' experience in digital LMR, both P25 and DMR
- RCM oversight for the entirety of the MSCommNet terminal programming, installation and testing. This included hundreds of end users and thousands of terminals
- Harris trained RF propagation specialist
- Harris trained P25 programming specialist
- Experienced in LMR and P25 system maintenance
- Microwave path development and installation specialist
- Experienced in repair and installation of mobile terminals and systems

Mark Drown- Senior System Technician

Lead RCM Technician for the MSCommNet system. Trained and experienced in the service of all Harris P25 site, dispatch and user equipment.

- 35 years' experience in the wireless communications industry.
- 20 years Ossipee Mountain Electronics / Service Shop Manager and Technical sales designer
- 5 years New England Dispatch as owner/Technical sales Manager
- Harris Trained P25 System Technician (Harris on site engineer)
- Trained Alcatel MDR-8000 Operations and Maintenance
- Trained Alcatel TSM-8000 Administration and Operation
- Experienced on all aspects of Harris console service.

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- Supervised the installation of all central and southern Maine MSCommNet site equipment.
- Managed the installation of equipment at (43) State of Maine tower sites.
- Installed over (250) dispatch center console positions including all state of Maine Orbacom/IPC consoles.

Mike Gryskwicz- Technician/System Installer

System technician experienced in dispatch centers and site equipment

- Assisted with the installation of dispatch consoles at Southern and Central Maine MSCommNet dispatch centers.
- Experienced in all aspects of Zetron dispatch console system equipment.
- Certified TX/RX BDA technician.
- Assisted with MSCommNet site equipment installations in Central and Southern Maine.
- Certified Avtec Scout IP Console Technician
- Certified ZetronMAX Technician

Derek Rivard- Technician/System Installer

- Experienced in Harris user radio equipment service, programming and installation.
- Experienced in all aspects of user equipment and programming.
- Is the lead programmer for RCM
- Experienced vehicle equipment installer.
- Performed vehicle user equipment installations state-wide for the MSCommNet system implementation.
- Assisted with the installation of MSCommNet site equipment in Central and Southern Maine.

Josh Leighton- Technician/System Installer

Experienced site and emergency vehicle equipment installer.

- Assisted with the installation of MSCommNet site equipment at all Central and Southern Maine sites.
- Specialized in DC Plant and Grounding Systems.
- Assisted with the installation of dispatch consoles at southern and central Maine MSCommNet dispatch centers.
- Experienced in all Harris user radio equipment programming. Assisted in programming for the recent state-wide re-programming.

Additional RCM Technicians/Installers available to assist with this project as required

- Pat Dalton - Technician
- Phil Alexander - Technician
- Eric Erickson - Technician
- Randy Lewis - Technician/Installer
- Mark Ledue - Technician/Installer
- Dell Brissette – Technician/Installer
- Jeff Roderick - Technician/Installer
- Steve Thompson - Technician
- Justin Milair – Technician

RCM References

Lincoln County Maine 911

RCM has been servicing Lincoln County Regional Communications since 2000. This County-wide communications network started as a (2) repeater voice system for Lincoln County Law and Fire agencies. In 2001 RCM installed a new (4) position Zetron dispatch console system. Over the years RCM has expanded the system; in 2015 to include microwave connectivity to (9) sites, multi-cast operation from (5) transmit sites and (7) voter receiver sites.

In March of 2017 RCM completed installation of a Leonardo/Selex ECOS-D/RBS4000 simulcast radio network for both County-wide Fire and County-wide law that is nearly identical to the one RCM has proposed to Freeport.

This County-wide network provides communications to over (21) agencies in Lincoln and Kennebec Counties.

RCM provides routine and 24/7 emergency service for Lincoln County 911 as well as the County-wide radio network.

This Lincoln County Simulcast Network is comprised of the following:

(7) Simulcast Tower Sites to include the following at each:

- Two Leonardo/Selex RBS4000 Base Station repeaters
- TX/RX Systems Duplexers or Combiners per site

Microwave IP Network

- All sites are connected by various types of microwave consisting of 11 GHz licensed links and as 4.9 GHz links.

Customer Contact information:

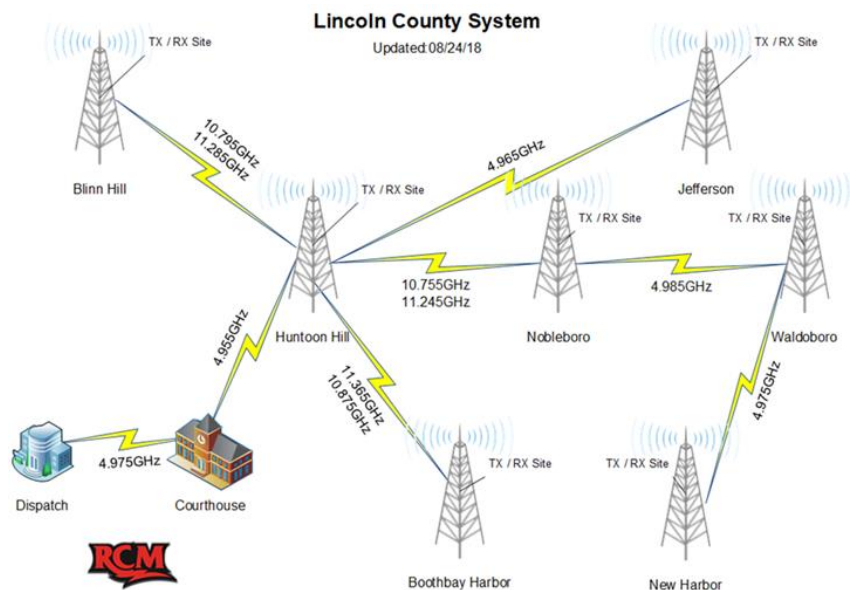
Tom Nelson - Communications Director

Casey Stevens - EMA Director

42 Old Bath Rd.

Wiscasset, Maine 04578

(207) 882-7332



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Falmouth Maine Police

RCM has been servicing the town of Falmouth Public Safety since the 1980's. This communications network started as a (2) repeater voice system for Police and Fire. Over the years RCM has expanded both the Police and Fire systems to include analog repeaters with (3) voter sites connected by UHF radio Links and installed vehicle repeaters to expand in building coverage. In 2017 the Police Department was funded to upgrade their radio network to a DMR simulcast and selected RCM and Leonardo/Selex for this upgrade.

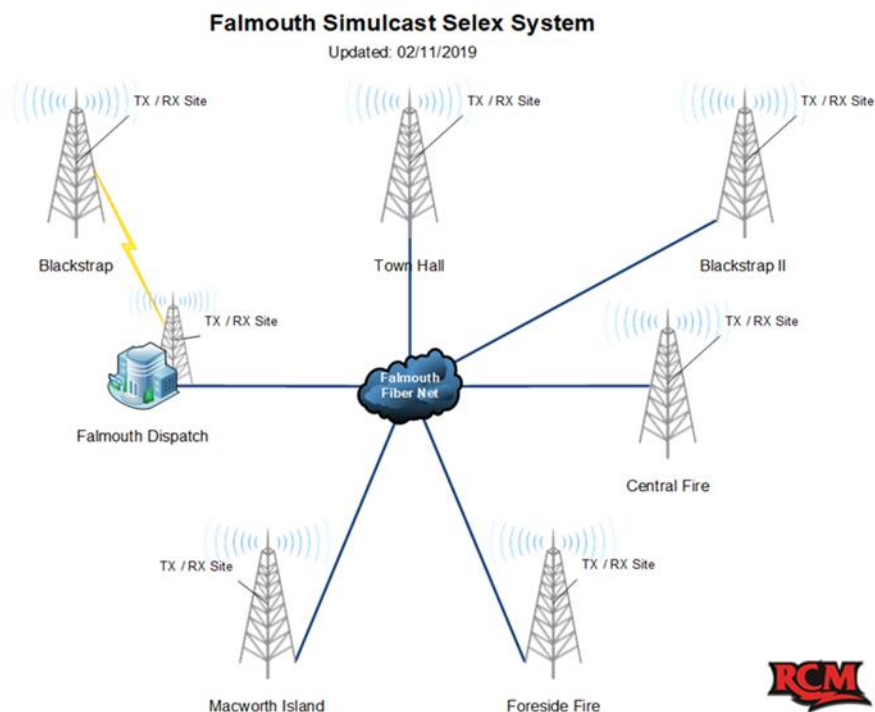
Falmouth Police had a goal to eliminate vehicle repeaters and get nearly 100% indoor building coverage. Falmouth is unique for a Maine town, in the fact that most all of town buildings are interconnected via a fiber IP network. This made for an easy design plan, where RCM plotted all town buildings connected via fiber and selected the best sites using RF propagation software. In the end, the final design comprised of a (5) site Leonardo/Selex RBS4000 system with (4) sites being connected via the town fiber IP network and (1) site being connected via an 11 GHz licensed microwave.

RCM installed the (5) site, DMR simulcast, ECOS-D Leonardo/Selex RBS4000 system in May of 2017 and now reports nearly 100% in-building coverage throughout the town.

Due to the success of the Falmouth Police Department system, the Falmouth Fire Department system was also upgraded to a (5) site, DMR simulcast, ECOS-D Leonardo/Selex RBS4000 system.

Customer Contact information:

John Kilbride - Police Chief
 2 Marshall Dr.
 Falmouth, Maine 04105
 (207) 781-2300



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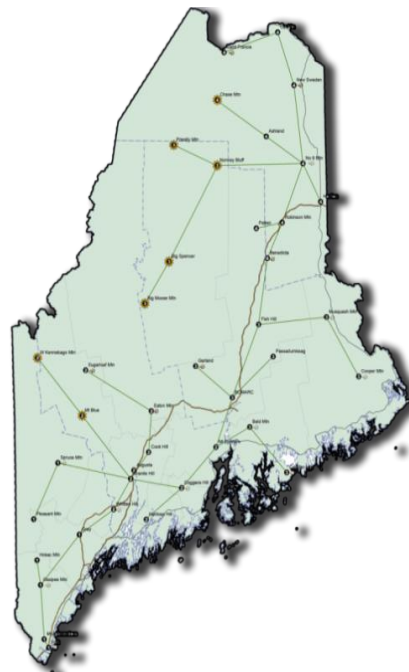
State of Maine MSCommNet

Radio Communications Management was the primary subcontractor to Harris Corporation for the State of Maine MSCommNet project, providing the following services:

- 2012-2013 Installed RF equipment at (43) P25 tower sites including VHF P25 system equipment, microwave equipment, grounding systems, DC power systems and VHF/microwave antenna systems at (11) sites.
- 2013 Installed (42) Harris dispatch consoles at (7) dispatch centers throughout the State of Maine.
- 2012 Configured and installed 1100+ Harris mobile radios and vehicle repeaters throughout the State of Maine
- 2014-Present Contracted by Harris Corporation and the State of Maine to provide routine maintenance and 24/7 emergency support for the State of Maine MSCommNet system.
- RCM is currently contracted by Harris to upgrade the MSCommNet site and dispatch center equipment, this has been in process since May 2019 and continues through today.

Customer Contact information:

John Richards- Director of Radio Services
66 Industrial Drive
Augusta, Maine 04333
(207) 624-9990

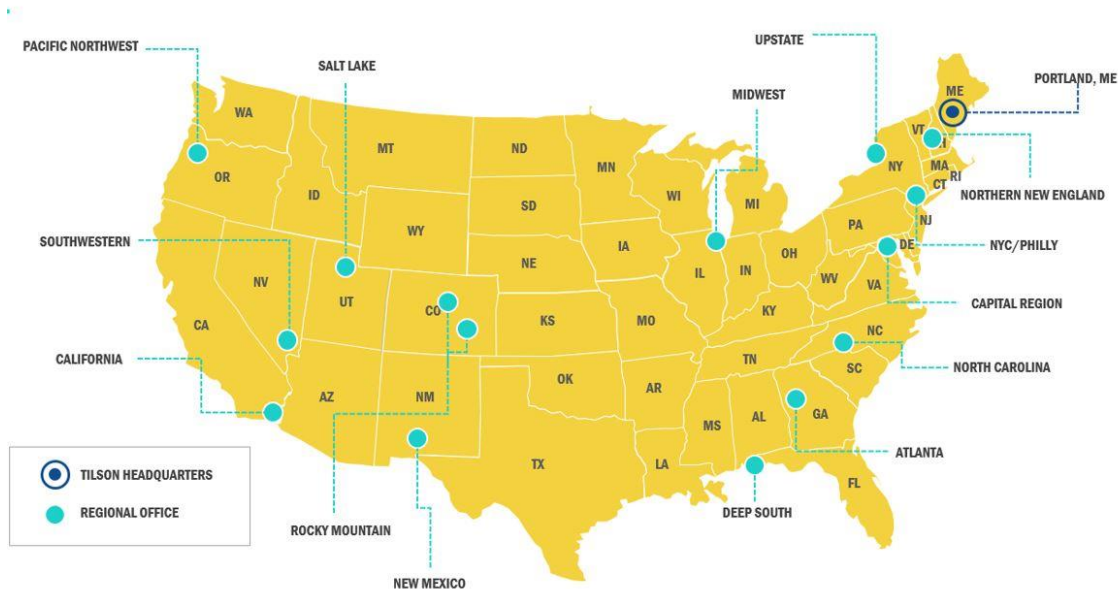
**State of Maine MSCommNet**

State of Maine Services RFP# 202001021

Subcontractor

Tilson was founded in 1996 and has been providing telecommunications services since 2007. As a telecommunications services firm we work for wireless carriers, utilities, and government entities as they seek to improve and expand their networks. We have extensive experience with all aspects of wireless and wired network project management, design, planning, engineering, construction, implementation and maintenance.

Tilson currently has 400 employees across the United States. Tilson is headquartered in Portland, Maine and has sixteen established offices throughout the U.S.



Tilson has maintained a position on the Inc. Magazine's list of 5000 fastest growing companies in America for seven consecutive years. Our sustainable, rapid growth is supported by several institutional investors, including Rand Capital (NASDAQ: RAND), and CEI Ventures, Inc.

Tilson has two primary lines of business: consulting and telecommunications. Our telecommunication division employees have expansive knowledge of all aspects of fiber and wireless network projects. We have teams of employees focused on designing, building, and maintaining wireless and fiber infrastructure in the following disciplines:

- **Project and Program Management:** Our program and project managers have experience planning, managing, and executing large-scale fiber and wireless deployments nationwide. We have successfully completed projects with over 1,000 miles of outside plant engineering, thousands of individual service drops, and wireless network node deployments of over 1,000 nodes within a single market, each with challenging conditions and demanding schedules.
- **Outside Plant Engineering and Design:** Tilson's outside plant engineers are local to every market that we serve, and have experience in field surveying and pole data collection and in outside plant network design. Using cutting-edge technology, our OSP engineers design cable layouts, create BOMs, and complete make ready engineering (MRE), for aerial and underground fiber, and for wireless installations.
- **Inside Plant Engineering:** Tilson's inside plant engineers have experience designing constructible fiber pathways in enterprise buildings, providing cable breakout/splice plans, cost modeling, and BOM preparation for complex in-building installations.



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- Professional Engineering: The Tilson engineering team has drafters experienced with AutoCAD who create professional drawings for permitting and construction, and as-built drawings for close out packages. Tilson has licensed professional engineers on staff that can produce and stamp all necessary wind/ice loading calculations, structural analysis, and drawings.
- Real Estate/Site Acquisition: Tilson has real estate/site acquisitions specialists local to every market that we service, all of whom have experience obtaining all necessary real estate entitlements, including leases, easements, right-of-way use rights/franchise agreements, bridge and railroad crossings, zoning approvals, utility pole attachment agreements, conduit access, building and premises access agreements and all required jurisdictional and agency permits for all types of macro, small cell and oDAS installations.
- Make-Ready Management: Tilson has a team dedicated to make-ready management, who have experience working with local utilities and their joint use management databases. This team oversees the pole licensing process and manages all 3rd party make-ready.
- Fiber Construction: Our fiber construction teams have experience with both aerial and underground fiber construction, including all boring, trenching, overlashing, fiber splicing, termination and testing.
- Wireless Construction: Tilson wireless construction teams have experience working in the public right-of-way, installing wireless nodes on utility poles (including wood, metal, fiberglass and concrete poles), rooftops, towers, and all other wireless antenna support structures. Our technicians can install, test, commission, and troubleshoot antenna and radio installations for both 4G and 5G nodes.

Company:	Tilson Technology Management, Inc.
Address:	16 Middle Street, 4 th Floor, Portland, Maine 04101
Phone:	+1 207-591-6427
Fax:	+1 207-772-3427
Contact Person:	Lisa Grant
Title:	National Maintenance Services Manager
Fax:	+1 207-772-3427
Email:	lgrant@tilsontech.com
Phone:	+1 207-956-2900



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Tilson References:***AVANGRID***

Tilson provides ongoing network services for AVANGRID in Maine (Central Maine Power) and in New York (RG&E and NYSEG). In Maine, Tilson led the effort to design, implement, install and maintain a fixed-wireless, point-to-point and point-to-multipoint automated meter infrastructure (AMI) across 11,000 square miles of rugged terrain. Tilson provided project management, site acquisition, RF engineering, construction supervision, field engineering, NOC design, database administration, ultimately connecting 620,000 meters. In New York, Tilson has procured, configured, installed and maintained several point-to-point, point-to-multipoint, WiMAX, Cellular, and Advanced Metering Infrastructure (AMI) systems in support of their AVANGRID's Distributed Automation (DA) and Smart Grid infrastructure.

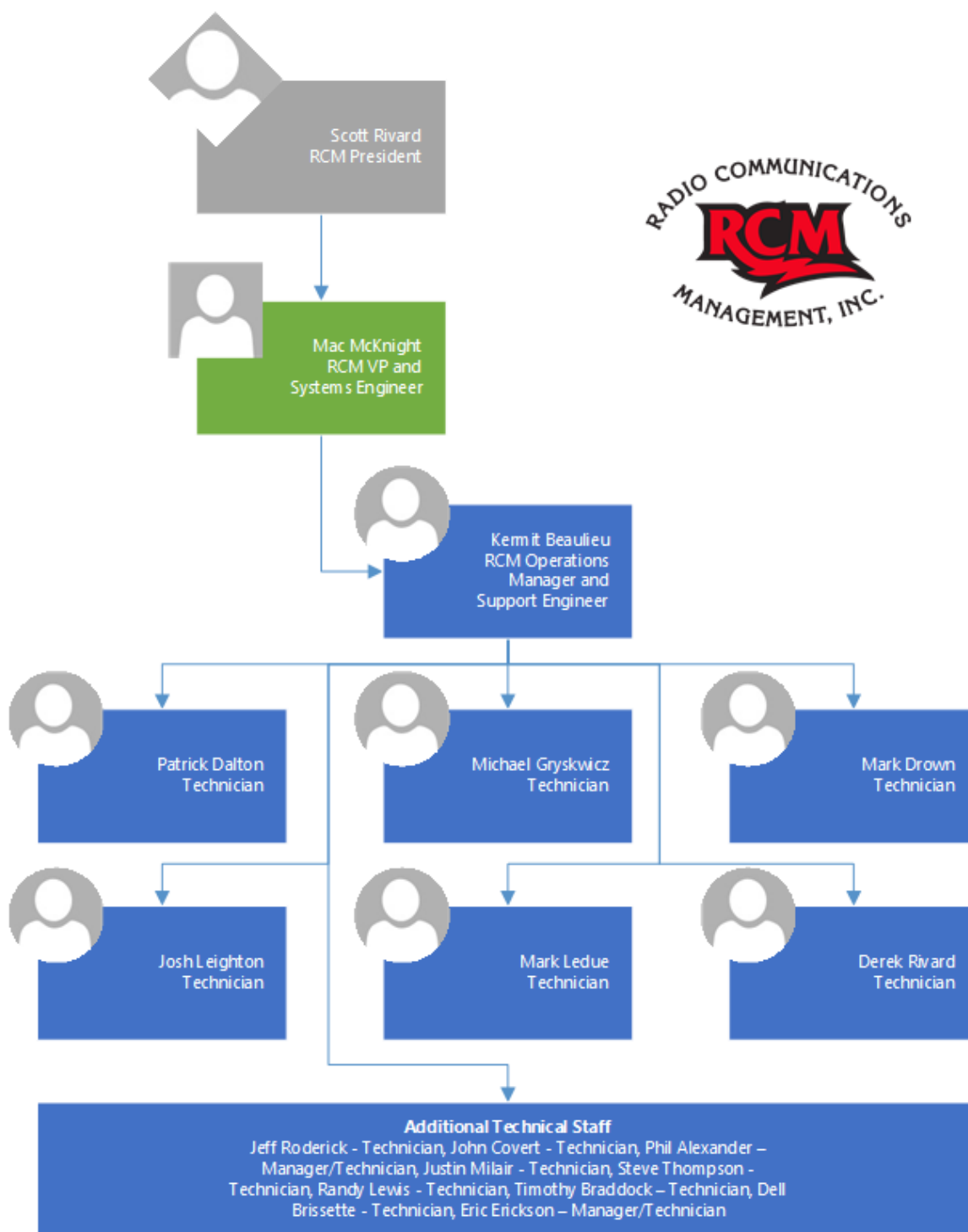
C-Spire

Tilson is providing ongoing services to C-Spire, an internet provider in the Southeast United States. Tilson is providing installation services for fixed wireless antennas on towers assets owned by C-Spire, that provide point to multi-point wireless internet services. Our scope of work includes all line and antenna installation, antenna alignment, and testing.

Foley Holdings, LLC

Tilson provided the labor, materials, equipment, tools, supervision, and all other resources required to construct a new 125-foot stealth "monopine" tower in Foley, Alabama. This included all preconstruction work including all site design and engineering, creation of construction drawings, acquisition of permits and acquisition of all necessary regulatory approvals. Tilson performed all construction including the civil construction necessary to prepare the site, construction of a caisson foundation, staging and stacking of the 125-foot tower, installing the faux branches, painting the tower, installing the safety climb, step bolts, lighting rod, entrance ports, and hand holes.

Organizational Chart





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Litigation

RCM is not currently named in any active litigation nor has it been party to any claims over the past five (5) years.

Licensure / Certification

Certifications are itemized below; copies of physical certificates can be provided upon request.

Course Name	Method	Completed	Started	Completed
Active Directory Overview Course	Online	✓	04/21/2017	04/26/2017
Activity Warehouse Overview	Online	✓	10/31/2019	10/31/2019
BeOn and BeyOnd	Online	✓	10/31/2019	10/31/2019
Console Configuration - YTSN3H	Instructor-Led Training	✓	11/06/2019	11/07/2019
Grounding Tips and Tricks	Online	✓	04/05/2017	04/26/2017
Group Communications and Features	Online	✓	04/05/2017	04/05/2017
How does that LTE stuff work	Online	✓	12/29/2017	12/29/2017
Over the Air Rekeying (OTAR) Overview	Online	✓	10/31/2019	10/31/2019
Over-the-Air Programming (OTAP) Overview	Online	✓	10/31/2019	10/31/2019
RAPTR Introduction Training Course	Online	✓	01/18/2019	1/20/2019
Regional Network Manager (RNM) Overview	Online	✓	04/26/2017	04/26/2017
SR10A.3 Upgrade Process	Online	✓	11/01/2019	11/01/2019
SUMS Tips and Troubleshooting	Online	✓	12/31/2019	01/02/2020
Symphony Dispatch Console Operation Course	Online	✓	04/26/2017	04/26/2017
Symphony R6 SIP Features Handoff	Online	✓	05/02/2017	05/03/2017
Symphony R7 Handoff	Online	✓	10/31/2019	10/31/2019
Tait - Introduction to DMR Technician Topics	Online	✓	02/22/2020	02/26/2020
Unified Administration System (UAS) Overview	Online	✓	04/26/2017	04/26/2017
VHF Best Practices and Design	Online	✓	08/07/2017	8/7/2017
XG-25M Mobile Radio Operation Course	Online	✓	05/01/2017	05/01/2017



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XL-200P Radio Operation Course	Online	✓	05/01/2017	05/01/2017
CJIS Certification 19-21	Online	✓	7/19/2019	7/19/2019
P25 System Maintenance	Instructor-Led Training	✓	9/9/2014	9/17/2014
Regional Network Manager (RNM)	Instructor-Led Training	✓	9/18/2014	9/19/2014
Network Operations and Maintenance Course	Instructor-Led Training	✓	9/22/2014	9/25/2014
IP for LMR	Online	✓	5/12/2015	5/12/2015
Dispatch Overview	Online	✓	5/10/2015	5/10/2015
C3 Maestro Dispatch Console Operatio (P25)	Online	✓	5/3/2015	3/5/2015
TSM8000 Administration	Instructor-Led Training	✓		5/20/2015
MDR8000 Operations and Maintenance	Instructor-Led Training	✓		3/26/2015
Microwave Fundamentals	Online	✓	5/3/2015	5/3/2015
Active Directory on VIDA Architecture	Online	✓	5/3/2015	5/3/2015
TSM8000 Operations	Instructor-Led Training	✓		5/18/2015
Harris P25 IP	Online	✓	5/4/2016	5/4/2016
RF Interference	Online	✓	5/4/2015	5/4/2015
P25 Systems Overview	Online	✓	5/4/2015	5/4/2015
Harris System Configuration	Online	✓	5/4/2015	5/4/2015
P25 System Maintenance	Instructor-Led Training	✓	12/6/2010	12/14/2010
Network Operations and Maintenance Course	Instructor-Led Training	✓	12/15/2010	12/17/2010
Harris ASC	-----	✓	1986	Current
Active Directory Overview Course	Online	✓	3/31/2017	7/11/2017
CH721 System Model Radio Operation	Online	✓	7/11/2017	7/12/2017
Mobile Radio Installation Overview	Online	✓	7/12/2017	7/14/2017
Active Directory Tips and Troubleshooting	Online	✓	1/8/2020	2/18/2020
Activity Warehouse Overview	Online	✓	2/18/2020	2/18/2020
Symphony Dispatch Console Operation Course	Online	✓	12/16/2019	12/16/2019
P25 Overview for Radio Operators	Online	✓	12/9/2019	12/9/2019
Grounding Tips and Tricks	Online	✓	12/23/2019	12/27/2019
XL-200P Radio Operation Course	Online	✓	11/13/2019	11/27/2019



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Tait - Introduction to P25 Technician Topics	Online	✓	11/27/2019	12/9/2019
Symphony R7 Handoff	Online	✓	12/18/2019	12/18/2019
Console Configuration	Instructor-Led Training	✓	11/6/2019	11/7/2019
Radio Personality Manager (RPM)	Online	✓	7/17/2017	7/17/2017
P25 Overview for Radio Operators	Online	✓	3/22/2019	3/22/2019
CH721 System Model Radio Operation	Online	✓	7/17/2017	7/17/2017
CH721 Scan Model Radio Operation	Online	✓	3/22/2019	3/22/2019
XG-75P System Model Operation Course	Online	✓	3/20/2019	3/20/2019
XG-75P Scan Model Operation Course	Online	✓	3/20/2019	3/20/2019
XG-25M Mobile Radio Operation Course	Online	✓	3/20/2019	3/20/2019
Mobile Radio Installation Overview	Online	✓	7/17/2017	7/17/2017
Advanced Access Control (AAC)	Online	✓	3/14/2019	3/14/2019
XG-75P Radio Maintenance Tutorial	Online	✓	3/20/2019	3/20/2019
Radio Personality Manager 2 (RPM2)	Online	✓	3/25/2019	3/28/2019
Tait - Introduction to DMR	Online	✓	3/26/2019	3/27/2019
XL-200P Radio Operation Course	Online	✓	3/20/2019	3/20/2019
Tait - Introduction to DMR Technician Topics	Online	✓	3/25/2019	3/25/2019
Radio Personality Manager 2 (RPM2) - R3 Handoff	Online	✓	3/28/2019	3/28/2019
Harris-Tait Powered Product Overview	Online	✓	5/13/2017	3/20/2019
Radio Personality Manager 2 (RPM2) - R4 Handoff	Online	✓	3/28/2019	3/28/2019
Radio Personality Manager 2 (RPM2) - R5 Handoff	Online	✓	3/28/2019	3/28/2019
Radio Programming Overview	Online	✓	3/25/2019	3/25/2019
Radio Personality Manager 2 (RPM2) - R7 Handoff	Online	✓	3/28/2019	3/28/2019
Active Directory Overview Course	Online	✓	4/4/2017	4/4/2017
Radio Personality Manager (RPM)	Online	✓	3/14/2019	3/14/2019
P25 Overview for Radio Operators	Online	✓	3/29/2019	3/29/2019

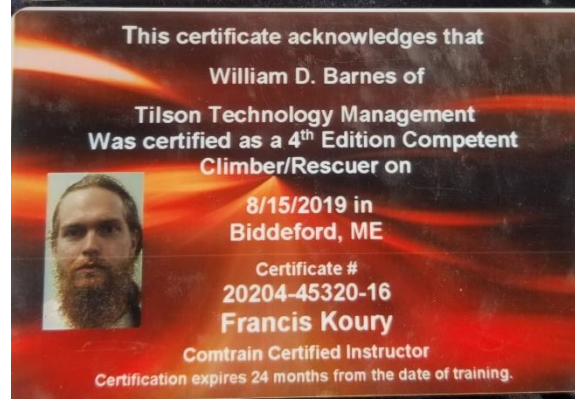
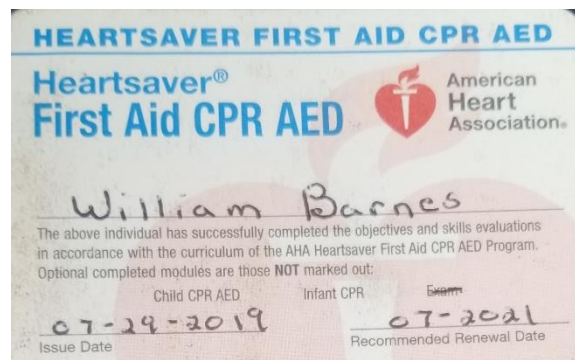
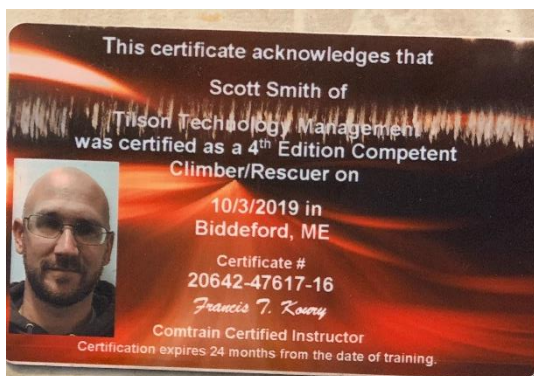


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CH721 System Model Radio Operation	Online	✓	3/28/2019	3/28/2019
CH721 Scan Model Radio Operation	Online	✓	3/28/2019	3/29/2019
XG-75P System Model Operation Course	Online	✓	3/27/2019	3/27/2019
XG-75P Scan Model Operation Course	Online	✓	3/27/2019	3/27/2019
XG-25M Mobile Radio Operation Course	Online	✓	3/29/2019	3/29/2019
Mobile Radio Installation Overview	Online	✓	3/27/2019	3/27/2019
Advanced Access Control (AAC)	Online	✓	3/13/2019	3/13/2019
XG-75P Radio Maintenance Tutorial	Online	✓	3/28/2019	3/28/2019
Radio Personality Manager 2 (RPM2)	Online	✓	3/14/2019	3/18/2019
Tait - Introduction to DMR	Online	✓	3/21/2019	3/27/2019
XL-200P Radio Operation Course	Online	✓	3/28/2019	3/28/2019
Tait - Introduction to DMR Technician Topics	Online	✓	3/27/2019	3/27/2019
Radio Personality Manager 2 (RPM2) - R3 Handoff	Online	✓	3/18/2019	3/18/2019
Harris-Tait Powered Product Overview	Online	✓	3/13/2019	3/14/2019
Radio Personality Manager 2 (RPM2) - R4 Handoff	Online	✓	3/20/2019	3/20/2019
Radio Personality Manager 2 (RPM2) - R5 Handoff	Online	✓	3/20/2019	3/20/2019
Radio Programming Overview	Online	✓	3/21/2019	3/21/2019
Radio Personality Manager 2 (RPM2) - R7 Handoff	Online	✓	3/21/2019	3/21/2019

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Licensure / Certification – Subcontractor





State of Maine Services RFP# 202001021

Certificate of Insurance



RADICOM-03

CFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110		CONTACT NAME: PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Patriot Insurance Company	
		INSURER B : Maine Employers' Mutual Insurance Company	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	6652154	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		6652153	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6652154	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1810113398	5/27/2019	5/27/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of Maine is provided additional insured status on the policies indicated in the column above as required by written contract but only to the extent that the named insured is performing operations on behalf of the additional insured

CERTIFICATE HOLDER	CANCELLATION
State of Maine 66 Industrial Drive Augusta, ME 04330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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State of Maine Services RFP# 202001021

Section II - Proposed Services

Services to be Provided

RCM will provide all services requested in the RFP. This would include both routine and emergency service from our (3) locations on; site equipment, end user mobile, portable, & base radio equipment, public safety and emergency vehicles, and tower climbing services via Tilson Technologies.

RCM is currently under contract with Harris Corporation to provide 24/7 emergency service to the State of Maine and we are fully equipped to do so and have a proven track record. RCM always has (3) system technicians on call for 24/7 emergency response. RCM has an impeccable record of meeting all response times for standard and emergency calls.

Normal emergency reporting will be executed by calling the RCM primary office phone and the (3) on-call technicians will be paged and one will call back usually within minutes of receiving the call.

Portland Service Location (RCM Headquarters)

Capable of providing the following services:

- Routine maintenance for all site system and dispatch equipment.
- Emergency response for all site system and dispatch equipment.
- Routine maintenance and programming of user radios and vehicle equipment.
- Vehicle equipment installation services. Provided on-site or and OIT location for extended periods.
- Emergency and routine tower climbing services provided by sub-contractor services.

Fully equipped service shop with the following testing and site access equipment.

- P25 Service monitor
- Multiple Analog service monitors
- Multiple Watt meters
- Line testing equipment
- And much more additional required equipment to service the State of Maine system.

Note: All RCM test equipment to be used on State of Maine equipment will have current calibration certifications.

Routine and emergency services for Southern and Central Maine to be provided by (7) service technicians.



State of Maine Services RFP# 202001021

Chelsea Service Location

Capable of providing the following services:

- Routine maintenance for all site system and dispatch equipment.
- Emergency response for all site system and dispatch equipment.
- Routine maintenance and programming of user radios and vehicle equipment.
- Vehicle equipment installation services.
- Emergency and routine tower climbing services provided by sub-contractor.

Fully equipped service shop with the following testing and site access equipment.

- P25 Service monitor
- Analog service monitor
- Anritsu Site Master antenna & cable testing set
- Watt meters
- Line testing equipment
- And much more additional required equipment to service the State of Maine system.

Note: All RCM test equipment to be used on State of Maine equipment will have current calibration certifications.

Routine and emergency services for Central and Southern Maine to be provided by (3) Service technicians.

Presque Isle Service Location

Capable of providing the following services:

- Routine maintenance for all site system and dispatch equipment.
- Emergency response for all site system and dispatch equipment.
- Routine maintenance and programming of user radios and vehicle equipment.
- Vehicle equipment installation services.
- Emergency tower climbing services provided by RCM and routine tower climbing services provided by sub-contractor.

Fully equipped service shop with the following testing and site access equipment.

- P25 Service monitor
- Analog service monitor
- Anritsu Site Master antenna & cable testing set
- Watt meters
- Line testing equipment
- And much more additional required equipment to service the State of Maine system.

Note: All RCM test equipment to be used on State of Maine equipment will have current calibration certifications.

- Fiber Optic Terminations and Repair Kit

Routine and emergency services for Northern Maine to be provided by (3) Service technicians.



State of Maine Services RFP# 202001021

Section III - Cost Proposal

1. General Instructions

- a. See Cost Proposal Form – Appendix D
- b. See Exceptions and Clarifications - Attachment A



State of Maine Services RFP# 202001021

APPENDIX C

**State of Maine
Department of Administrative and Financial Services
QUALIFICATIONS & EXPERIENCE FORM
RFP# 202001021
Radio Support Services**

Bidder's Organization Name:	Radio Communications Management, Inc.
------------------------------------	--

Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work and staffing required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.

RCM has been providing service to The State of Maine for over 10 years. As Maine's only Harris ASC, we are specially trained and certified to support Harris' product line and services. RCM has been in business for over 37 years and specializes in providing service to Public Safety Agencies. We also offer products for countless vendors and offer 24/7/365 emergency service. Our State-wide coverage area and multiple service facilities ensures that we are completely capable of meeting all required response times.

All RCM Technicians have been fully vetted by the State of Maine and have cleared security and background check. We also hold valid CJIS certificates and VPN access to provide remote troubleshooting and report. Our senior Technicians and Mechanics have SoMe access badges to allow for them to work in the State's high security and restricted access areas.

RCM also has long-standing service agreements with several service companies, including Tilson Technologies, Mechanical Services, and CMD.

Additional info provided in Section I.



State of Maine Services RFP# 202001021

APPENDIX C (continued)

Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

Project One	
Client Name:	Lincoln County 911
Client Contact Person:	Tom Nelson
Telephone:	207-882-7332
E-Mail:	
Brief Description of Project	
RCM has been servicing Lincoln County Regional Communications since 2000. This County-wide communications network started as a (2) repeater voice system for Lincoln County Law and Fire agencies. In 2001 RCM installed a new (4) position Zetron dispatch console system. Over the years RCM has expanded the system; in 2015 to include microwave connectivity to (9) sites, multi-cast operation from (5) transmit sites and (7) voter receiver sites. In March of 2017 RCM completed installation of a Leonardo/Selex ECOS-D/RBS4000 simulcast radio network for both County-wide Fire and County-wide law that is nearly identical to the one RCM has proposed to Freeport. This County-wide network provides communications to over (21) agencies in Lincoln and Kennebec Counties. RCM provides routine and 24/7 emergency service for Lincoln County 911 as well as the County-wide radio network. This Lincoln County Simulcast Network is comprised of the following: (7) Simulcast Tower Sites to include the following at each: • Two Leonardo/Selex RBS4000 Base Station repeaters • TX/RX Systems Duplexers or Combiners per site Microwave IP Network • All sites are connected by various types of microwave consisting of 11 GHz licensed links and as 4.9 GHz links.	



State of Maine Services RFP# 202001021

APPENDIX C (continued)

Project Two	
Client Name:	Falmouth Police and Fire
Client Contact Person:	Chief John Kilbride
Telephone:	207-781-2300
E-Mail:	
Brief Description of Project	
RCM has been servicing the town of Falmouth Public Safety since the 1980's. This communications network started as a (2) repeater voice system for Police and Fire. Over the years RCM has expanded both the Police and Fire systems to include analog repeaters with (3) voter sites connected by UHF radio Links and installed vehicle repeaters to expand in building coverage. In 2017 the Police Department was funded to upgrade their radio network to a DMR simulcast and selected RCM and Leonardo/Selex for this upgrade. Falmouth Police had a goal to eliminate vehicle repeaters and get nearly 100% indoor building coverage. Falmouth is unique for a Maine town, in the fact that most all of town buildings are interconnected via a fiber IP network. This made for an easy design plan, where RCM plotted all town buildings connected via fiber and selected the best sites using RF propagation software. In the end, the final design comprised of a (5) site Leonardo/Selex RBS4000 system with (4) sites being connected via the town fiber IP network and (1) site being connected via an 11 GHz licensed microwave. RCM installed the (5) site, DMR simulcast, ECOS-D Leonardo/Selex RBS4000 system in May of 2017 and now reports nearly 100% in-building coverage throughout the town. Due to the success of the Falmouth Police Department system, the Falmouth Fire Department system was also upgraded to a (5) site, DMR simulcast, ECOS-D Leonardo/Selex RBS4000 system.	
Project Three	
Client Name:	State of Maine
Client Contact Person:	John Richards
Telephone:	207-624-9986
E-Mail:	
Brief Description of Project	
Radio Communications Management was the primary subcontractor to Harris Corporation for the State of Maine MSCommNet project, providing the following services: • 2012-2013 Installed RF equipment at (43) P25 tower sites including VHF P25 system equipment, microwave equipment, grounding systems, DC power systems and VHF/microwave antenna systems at (11) sites. • 2013 Installed (42) Harris dispatch consoles at (7) dispatch centers throughout the State of Maine. • 2012 Configured and installed 1100+ Harris mobile radios and vehicle repeaters throughout the State of Maine • 2014-Present Contracted by Harris Corporation and the State of Maine to provide routine maintenance and 24/7 emergency support for the State of Maine MSCommNet system. • RCM is currently contracted by Harris to upgrade the MSCommNet site and dispatch center equipment, this has been in process since May 2019 and continues through today.	



State of Maine Services RFP# 202001021

APPENDIX D

State of Maine
Department of Administrative and Financial Services
COST PROPOSAL FORM
RFP# 202001021
Radio Support Services

Bidder's Organization Name:	Radio Communications Management, Inc.
Proposed Cost:	\$ 396,100.00

Please note: To evaluate bidders on a standard comparable basis, OIT has developed a pricing scenario as presented on the Cost Proposal form below. The total cost of the scenario is only for bid scoring purposes. The Department in no way commits to the projected number of hours and amount and/or parts/materials. The Department reserves the right to negotiate special rates for long-term projects.

Enter Total Cost from table below as Proposed Cost above.

Table A. Radio Support Services

Job Title	Projected Hours for Initial Contract Period (6/15/2020 - 6/30/2021)	Hourly Rate	Total (projected hours x rate)
Radio Communications Mechanic (core business hours)	3,000	\$75.00	\$225,000
Radio Communications Mechanic (extended after hours)	200	\$95.00	\$19,000
Radio Communications Technician (core business hours)	200	\$115.00	\$23,000
Radio Communications Technician (extended after hours)	100	\$140.00	\$14,000
Tower Climber (core business hours)	200	\$100.00	\$20,000
Tower Climber (extended business hours)	100	\$150.00	\$15,000
Emergency Response	120	\$230.00	\$27,600
	Estimated Cost of Supplier Parts/Materials for Initial Contract Period	Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered)	Enter markup cost below (\$350,000 x %). E.g. 7% = \$24,500.
Parts/Materials	\$350,000	15%	\$52,500
TOTAL COST (sum of all hourly costs and markup cost)			\$396,100



State of Maine Services RFP# 202001021

Attachment A.

Section III, Cost Proposal, Sub Section 1., b.

Exceptions and Clarifications Part 1.

Section 2. Parts/Materials & Cost Proposal Form- States "Parts/materials provided by the successful Bidders must be priced at a rate of cost-plus percentage mark-up based on original supplier invoice".

RCM has contacted many of our large manufacturers and suppliers and we were told by all that this cost information is Company Confidential Information and cannot be provided to customers. This information is also RCM confidential in relation to our competitive advantages with other like dealers. If this information were submitted to the State of Maine it would then become public information.

RCM will offer the following vendor discounts to the State of Maine:

- Harris Corporation equipment & parts- 27% off current published list price
- JVCKenwood equipment & parts- 30% off current published list price
- TX/RX Systems parts and equipment- 27% off current published list price
- TESSCO and other non-dealer equipment and parts will be sold to the State of Maine at a 15% mark-up and an invoice will be provided from the supplier upon request.

MA 18P 20062400000000000168
MODIFICATION

State of Maine



Master Agreement

Effective Date: 07/01/20

Expiration Date: 06/30/25

Master Agreement Description: Radio Support Services

Buyer Information

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

John Richards	207-624-9986	ext.	john.e.richards@maine.gov
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Requestor Information

John Richards	207-624-9986	ext.	john.e.richards@maine.gov
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Agreement Reporting Categories

Reason For Modification: To exercise an optional two year renewal, which extends the expiration date to 6/30/2025.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000074410

Vendor Name

RADIO COMMUNICATIONS

Alias/DBA

MANAGEMENT INC

Vendor Address Information

158 RAND RD

PORTLAND, ME 04102

US

Vendor Contact Information

Scott Rivard
207-797-7503 ext.
srivard@rcm2way.com

Commodity Information

Vendor Line #: 1
Vendor Name: RADIO COMMUNICATIONS
Commodity Line #: 1
Commodity Code: 92827
Commodity Description: Radio Support Services
Commodity Specifications:
Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	07/01/20	06/30/25
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 7/25/2023
Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:
Mac McKnight 7/21/2023
Signature Date

Mac McKnight President

Print Representative Name and Title

DocuSigned by:
Nicholas Marquis 7/25/2023
Signature Date

Nicholas Marquis Interim CIO



IT CONTRACT AMENDMENT

DATE: 6/7/2023	AMENDMENT AMOUNT: \$ 0.00, Based on Usage
ADVANTAGE CONTRACT #: MA 18P 200624*168	
DEPARTMENT AGREEMENT #: N/A	

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Admin & Financial Services (DAFS)/Office of Information Tech (OIT)		
ADDRESS: 66 Industrial Drive		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-147
PROVIDER		
PROVIDER NAME: Radio Communications Management, Inc.		
ADDRESS: 158 Rand Rd.		
CITY: Portland	STATE: ME	ZIP CODE: 04102
PROVIDER'S VENDOR CUSTOMER #: VC1000074410		

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

Department Representative:

DocuSigned by:

 AF47959649044A6... 7/24/2023

BY: Signature **John E. Richards, Director, Radio Operations**

Date

Radio Communications Management, Inc.:

DocuSigned by:

 C5CBEB40928346E... 7/21/2023

BY: Signature **Mac McKnight, President**

Date

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

DocuSigned by:

 A29C90359A37464... 7/25/2023

BY: Signature **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.)

☒	Amended Period	Original Start Date: 7/1/2020	Amendment Start Date: 7/1/2023
		Current End Date: 6/30/2021	New End Date: 6/30/2025
		Reason: Continue services. Extend contract 2 years as specified in RFP. Execute renewal period #2.	
☐	Amended Contract Amount	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
☐	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
☐	Other	Describe the Changes:	

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
\$									

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

STATE OF MAINE | IT CONTRACT AMENDMENT

ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS

RIDERS

☒	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
☒	Rider A – Scope of Work and/or Specifications
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☒	Bid Cover Page and Debarment Form
☒	Debarment, Performance, and Non-Collusion Certification
☐	Price sheet (attach excel spreadsheet to post on website)
☒	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

This master agreement is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a master agreement under which Radio Support Services will be procured and delivered. All delivery orders will be subject to the terms and conditions attached and hereby incorporated into this contract.

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

Master Agreement: 200624*0168

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES / OFFICE OF INFORMATION
TECHNOLOGY (OIT)
Agreement to Purchase Services

THIS AGREEMENT, made this 22nd day of June, 2020, is by and between the State of Maine, Department of Administrative & Financial Services / Office of Information Technology (OIT), hereinafter called "Department," and Radio Communications Management, Inc., located at 158 Rand Rd., Portland, ME 04102, hereinafter called "Provider", for the period of 7/1/2020 to 6/30/2021.

The AdvantageME Vendor/Customer number of the Provider is VC1000074410

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/E/F – At Department's Discretion
Rider G – Identification of Country in Which Contracted Work will be Performed

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

Provider: **Radio Communications Management Inc.**

DocuSigned by:
By: Scott Rivard
Scott Rivard, President
Date: 6/19/2020

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

DocuSigned by:
By: Frederick Brittain
Frederick Brittain, Chief Information Officer
Date: 6/19/2020

Total Agreement Amount \$0.00, Based on Usage

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

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

Summary

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving the following agencies within Maine State Government:

- Department of Public Safety
- Department of Transportation
- Department of Agriculture/Conservation/Forestry
- Maine Emergency Management
- Inland Fisheries and Wildlife
- Maine Marine Patrol
- Department of Environmental Protection.

This infrastructure is a network of towers, shelters, and facilities which are dispersed throughout the entire state of Maine. The facilities/structures contain Radio Frequencies (RF) base stations, repeaters, generators, solar equipment, antennae, cabling, interconnect equipment, mobile radios, portable radios and other related components. The Department also works on 200+ public safety vehicles annually, installing, maintaining and removing radio and emergency equipment such as radios, computer mounts, voice/data wireless equipment, antennas, lightbars, power connections.

This contract is for the provision of Radio Support Services per RFP 202001021. The RFP Questions & Answers, RFP and Provider proposal are incorporated into this contract at the end of the agreement in descending order of precedence. This document creates a Master Agreement under which Radio Support Services will be procured and delivered.

Per RFP terms the initial term of the agreement shall be one year, renewable with mutual agreement two times for two-years each, total duration of five years.

Service Delivery

At the Department's request, the Provider will deploy technicians that will work on a time and materials basis by completing service order requests for radio support services statewide. The Provider will work under the direction of and report to the State's Program Administrator or designee. Prior to beginning any work, the State's Program Administrator or designee will forward a service order to the successful Bidder to perform the requested services via email and/or by telephone. The Provider will not begin work until an approved service order has been received. The Provider will provide personnel, tools, equipment, and supplies when the service order is received from the State's Contract Administrator.

Radio Support Technicians

- a. Radio Communications Mechanic - Installation of mobile radio and emergency equipment.
- b. Radio Communications Technician
 - Lead person performing work at any tower site, dispatch center or technical user equipment services.
 - Some jobs may require two (2) Communications Technicians' or one (1) Communications Technician and one (1) Communications Mechanic. This will be job dependent and discussed with the Department prior to mobilization.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- Any site requiring ATV or snowmobile access will require two (2) technicians.
- Some remote tower sites even if accessible by truck may require two (2) technicians for safety. This will be discussed with the Department prior to mobilization.

c. Tower Climber

- Any work requiring leaving the ground for repairs or inspections of towers.
- Minimum of two (2) certified climbers are always required.

Dedicated Technician/Key Personnel

The Provider must assign dedicated technicians to the Department in order to maximize their familiarity with radio infrastructure therefore expediting service restoration in the event of problems. The Provider must notify the Program Administrator at least fourteen (14) calendar days in advance of any changes to dedicated technicians or key personnel. All changes are subject to the Department's final approval. The Provider will supply 'back-up' technicians in the event a 'dedicated' technician is out for an extended time.

Call/Outage Response

The Department supports a public safety network and as such must be considered high-priority over other clients for emergency call-in responses. Provider must supply emergency response 24/7 to any site the Department is responsible for. Provider must respond to requests within one (1) hour of a call being placed by the State, 24/7. Provider must have the ability to be onsite within four (4) hours of original service request, if requested by the Department. Emergency response will be defined as the vendor must be onsite within four (4) hours of original service request.

Travel

Billing shall apply for one-way travel time and one-way mileage incurred by the technician. Any allowable mileage will be reimbursed at the rate listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Billing for technician one-way travel time and one-way mileage shall be calculated from the actual location of the technician at the time the service order is placed to the site location.

At times technicians may be required to stay overnight at remote locations within the State of Maine. The Department's Program Administrator or designee must give written prior authorization to the Provider for all overnight travel. The Department will reimburse for overnight travel at the Per Diem rates listed in the State of Maine, Office of State Controller Travel website <https://www.maine.gov/osc/travel>. Fuel expenses incurred by the Provider are non-reimbursable by the Department. Any insurance or rental fees incurred by the Provider are non-reimbursable by the Department.

Invoicing for Service and Parts/Materials

The Provider will provide a weekly invoice to the Department for service orders completed within that week period. The billing shall include the assigned contract number and for all parts/materials will cross-reference the service order number issued by the Department. Invoices must also include a brief description of Parts/Materials. Invoices must include number of miles traveled one way by technician, if applicable. The Provider must provide a copy of receipts of all receipts for any allowable expenses associated with overnight travel.

Security

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

The Provider, sub-contractors, and all personnel will be required to undergo a fingerprint-based background check performed by the Maine State Police. The State Police will decide whether an individual is dis-qualified to perform work for the State. This background check may also be performed periodically during the course of the awarded contract.

Confidentiality

Provider technicians will be privy to information regarding the design, configuration, and support of Maine's radio and network system. Provider must agree to use its best efforts to prevent and protect the information, or any part thereof, from disclosure to any person other than disclosing information in connection with the fulfilling service requests. In addition, the Provider agrees to take all steps reasonably necessary to prevent information from falling into the public domain or into the possession of unauthorized persons. All technicians will be required to sign a non-disclosure statement.

Rates

Job Title	Hourly Rate 7-1-2020 to 6-30-2021
Radio Communications Mechanic (core business hours)	\$75.00
Radio Communications Mechanic (extended after hours)	\$95.00
Radio Communications Technician (core business hours)	\$115.00
Radio Communications Technician (extended after hours)	\$140.00
Tower Climber (core business hours)	\$100.00
Tower Climber (extended business hours)	\$150.00
Emergency Response	\$230.00
	Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered)
Parts/Materials ##	15 %

RCM will not be required to disclose confidential pricing information.

RCM will provide the following vendor discounts:

- Harris Corporation equipment & parts- 27% off current published list price
- JVCKenwood equipment & parts- 30% off current published list price
- TX/RX Systems parts and equipment- 27% off current published list price
- TESSCO and other non-dealer equipment and parts will be sold to the State of Maine at a 15% mark-up and an invoice will be provided from the supplier upon request.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$0.00, Based on Usage

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

Per rates in Rider A

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.

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.

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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: _____
 Title: _____
 Address: _____
 Telephone: _____
 E-mail address: _____

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: John E. Richards
 Title: Director, Radio Operations
 Address: 66 Industrial Drive, Augusta, ME 04333-0147
 Telephone: 207-624-9986
 E-mail address: John.E.Richards@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,

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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.

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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.

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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;

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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.

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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*) \$_____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

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- C.1) Consumer notification, whether or not required by law;
- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

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

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

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

<i>Number of PII Records</i>	<i>Insurance per Occurrence</i>
<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 \$_____ *(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.

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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.

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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.

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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.

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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

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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.

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

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

43. OFF-THE-SHELF (OTS) SOFTWARE For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

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

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

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

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

RIDER D

Not Required: For use at Department's Discretion

RIDER E

Not Required: For use at Department's Discretion

RIDER F

Not Required: For use at Department's Discretion

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

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



United States. Please identify state: ME



Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



**STATE OF MAINE REQUEST FOR PROPOSALS
RFP SUBMITTED QUESTIONS & ANSWERS SUMMARY**

RFP NUMBER AND TITLE:	RFP# 202001021 - Radio Support Services
RFP ISSUED BY:	Department of Administrative and Financial Services
SUBMITTED QUESTIONS DUE DATE:	3/23/2020
QUESTION & ANSWER SUMMARY ISSUED:	3/25/2020
PROPOSAL DUE DATE:	4/8/2020
PROPOSALS DUE TO:	Proposals@maine.gov
Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.	

Provided below are submitted written questions received and the Department's answers

Question #	Question	Answer
1	Can respondents respond to only part of the scope? For example, could we respond only to the radio maintenance on towers portion and not to the maintenance of radios in vehicles?	Yes, response to one, or several, skill areas is acceptable.
2	For the insurance, what name do you want on the insurance binder/notice.	Please use 'State of Maine'.
3	Part II #2 - Page 8. What are the ramifications or are there liquidated damages if response time is not met?	If response times are not being met the State will have the option to use a different vendor. It is in the Vendors best interest to meet these times.
4	Part II #4 – Page 8 How do we bill cost to get personnel home? Is this a misprint?	This is not a misprint, Travel was never covered 'from' the site. Travel billable hours driving and billable mileage applies going to the site but not the return trip (one-way). We have done this to split the cost of travel in recognition that travel time is not really valuable work time.
5	Appendix D – Page 26, The projected hours listed looks extremely low for several job titles. Are additional hours pre-approved should they be needed?	The hours were estimated, additional hours will be approved as necessary. Contract hourly rates per the RFP response and resulting contract apply.

RFP NUMBER: 202001021- SUBMITTED Q & A SUMMARY**PAGE 2 of 2**

Question #	Question	Answer
6	Appendix D – Page 26, Job titles does not include administrative work which will be a significant part of this RFP. These costs are different than the rates listed for each. How and where does the state want these costs billed?	The State does not pay separate/additional cost for internal Admin. Work. This is the responsibility of the vendor. Overhead/admin cost recovery would be included in the standard rates or parts/materials markup. There is no admin billing hours or rate.
7		