



IT MASTER AGREEMENT AMENDMENT

DATE: 5/17/2025	AMENDMENT AMOUNT: \$0.00
ADVANTAGE CONTRACT #: MA 18P 2006249*169	ITP#: 255050
DEPARTMENT AGREEMENT #: N/A	

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

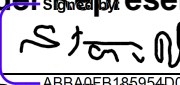
STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Administrative and Financial Services/MaineIT		
ADDRESS: 66 Industrial Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: YANKEE CT INC		
ADDRESS: 263 Neck Rd.		
CITY: Benton	STATE: ME	ZIP CODE: 04901
PROVIDER'S VENDOR CUSTOMER #: VC1000097499		

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

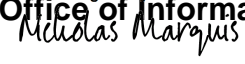
Department Representative:

 6/2/2025
 BY: **John Richards, Director**


Provider Representative:

 5/30/2025
 BY: **Rusty Bell, President** Date

DAFS – Office of Information Technology:

 6/2/2025
 BY: **Nicholas Marquis, CIO** Date

DAFS – Office of State Procurement Services:

 6/2/2025
 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.)

<input checked="" type="checkbox"/>	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 an RFP	
<input type="checkbox"/>	Amended MA Amount	Adjustment Amount: \$	New MA Amount: \$
		Reason:	
<input type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
<input checked="" type="checkbox"/>	Other	Describe the Changes: All 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. 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.



IT CONTRACT AMENDMENT

DATE: 6/29/2023	AMENDMENT AMOUNT: \$ N/A
ADVANTAGE CONTRACT #: MA-20062400000000000169	
DEPARTMENT AGREEMENT #: Radio Support Services	

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services, Office of Information Technology		
ADDRESS: 66 Industrial Drive		
CITY: Augusta	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: Yankee CT		
ADDRESS: 168 Neck Rd		
CITY: Benton	STATE: ME	ZIP CODE: 04901
PROVIDER'S VENDOR CUSTOMER #: VC1000097499		

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:

 AF47363610044A8... 7/20/2023

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

Provider Representative:

DocuSigned by:

 ED8E9EB0E82845B... 7/19/2023

BY: Signature **Rusty Bell, President**
Date

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

DocuSigned by:

 A20C00360A37464... 7/20/2023

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

STATE OF MAINE | IT CONTRACT AMENDMENT

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

AMENDMENT

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

<input checked="" type="checkbox"/>	Amended Period	Original Start Date: 7/1/2020	Amendment Start Date: 7/1/2023
		Current End Date: 6/30/2023	New End Date: 6/30/2025
		Reason: To exercise optional two year renewal.	
<input type="checkbox"/>	Amended Contract Amount	Adjustment Amount: \$	New Contract Amount: \$
		Reason:	
<input type="checkbox"/>	Amended Scope of Work	The Scope of Work in Rider A is amended as follows:	
<input checked="" type="checkbox"/>	Other	Describe the Changes: All 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.	

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

CODING

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

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

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

STATE OF MAINE | IT CONTRACT AMENDMENT

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

STATE OF MAINE | IT CONTRACT AMENDMENT

ATTACHMENT A: CHANGES TO AGREEMENT TERMS AND CONDITIONS

RIDERS

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

RIDER A
Scope of Work and/or Specifications

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. 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*0169

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 Yankee CT Inc., located at 263 Neck Rd., Benton, ME 04901, hereinafter called "Provider", for the period of 7/1/2020 to 6/30/2021.

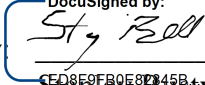
The AdvantageME Vendor/Customer number of the Provider is VC1000097499

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:

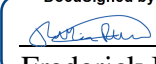
Rider A - Specifications of Work to be Performed
Rider B-IT - Payment and Other Provisions
Rider C – Exceptions to Rider B-IT
Rider D/E/F – At Department's Discretion
Rider G – Identification of Country in Which Contracted Work will be Performed

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

Provider: **Yankee CT Inc.**

DocuSigned by:
By: 
Stanley Rusty Bell, President
Date: 6/22/2020

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

DocuSigned by:
By: 
Frederick Brittain, Chief Information Officer
Date: 6/22/2020

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.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

- Some jobs may require two (2) Communications Technicians' or one (1) Communications Technician and one (1) Communication s Mechanic. This will be job dependent and discussed with the Department prior to mobilization.
- 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)	\$55.00
Radio Communications Mechanic (extended after hours)	\$95.00
	Markup on Parts/Materials Based on Original Supplier Invoice (if applicable/offered)
Parts/Materials	18 %

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER IT BUYER PURCHASE ORDERS (IT-BPOs) AND IT MASTER AGREEMENTS (IT-MAs)

1. **DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:
- The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - The term “OSPS” shall refer to the State of Maine Office of State Procurement Services.
 - The term “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - The term “Contract” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. **WARRANTY.** The Provider warrants the following:

- That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
- That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.
8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts

are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.

9. MODIFICATIONS. OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION. OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Provider fails to deliver specified materials or services, or
- c. If Provider fails to perform any of the provisions of this Agreement, or
- d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. 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.

12. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. DISPUTES. OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which

may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

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

17. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, 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 Contract.

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

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

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable

- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

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

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs 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 MRSA §2030-A](#).

21. 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.

22. 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/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).

23. STATE IT POLICIES: All IT products and services delivered as part of this Contract must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time this Contract is executed.

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
<p align="center">Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.</p>	

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		

STATE OF MAINE
Department of Administrative and Financial Services
Office of Information Technology



RFP# 202001021

Radio Support Services

RFP Coordinator	<p><i>All communication regarding this RFP <u>must</u> be made through the RFP Coordinator identified below.</i></p> <p><u>Name:</u> Thomas Howker <u>Title:</u> Radio Support Services <u>Contact Information:</u> thomas.n.howker@maine.gov</p>
Submitted Questions Due	<p><i>All questions <u>must</u> be received by the RFP Coordinator identified above by:</i></p> <p><u>Date:</u> 3/23/2020, no later than 4:00 p.m., local time</p>
Proposal Submission	<p><i>Proposals <u>must</u> be received by the Division of Procurement Services by:</i></p> <p><u>Submission Deadline:</u> 4/8/2020, no later than 11:59 p.m., local time. <i>Proposals <u>must</u> be submitted electronically to the following address:</i> <u>Electronic (email) Submission Address:</u> Proposals@maine.gov</p>

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PUBLIC NOTICE

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

The State of Maine is seeking proposals for Radio Support Services.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to this RFP, can be obtained at the following website:

<https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, to the following email address: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 pm, local time, on 4/8/2020. Proposals will be opened at the Burton M. Cross Office Building, 111 Sewall Street - 4th Floor, Augusta, Maine the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned email address by the aforementioned deadline will not be considered for contract award.

RFP DEFINITIONS/ACRONYMS

The following terms and acronyms shall have the meaning indicated below as referenced in this RFP:

<u>Term/Acronym</u>	<u>Definition</u>
Department	Department of Administrative and Financial Services
OIT	Office of Information Technology
RFP	Request for Proposal
State	State of Maine

State of Maine
Department of Administrative and Financial Services
Office of Information Technology
RFP# 202001021
Radio Support Services

PART I INTRODUCTION

A. Purpose and Background

The Department of Administrative and Financial Services, Office of Information Technology (Department) is seeking proposals to provide radio support services as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder(s).

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.

As a result of limited state resources and the geographical distribution of assets, the Department is seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

The Department anticipates making multiple awards that will result in master agreements based on time and materials.

B. General Provisions

1. From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

2. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of this RFP.
4. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities.
5. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
6. The RFP and the selected Bidder's proposal, including all appendices or attachments, shall be the basis for the final contract, as determined by the Department.
7. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
[State of Maine Freedom of Access Act](#)
8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
9. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

All interested parties are invited to submit bids in response to this Request for Proposals.

D. Contract Term

The Department is seeking cost-efficient proposal(s) to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	6-15-2020	6-30-2021
Renewal Period #1	7-1-2021	6-30-2023
Renewal Period #2	7-1-2023	6-30-2025

E. Number of Awards

The Department anticipates making multiple award(s) as a result of this RFP process. The Department will limit the awards to only the highest-ranking Bidders, and in enough numbers, to meet its needs.

PART II SCOPE OF SERVICES TO BE PROVIDED

A. General Service Requirements

At the Department's request the successful Bidders will deploy highly qualified personnel that will work on a time and materials basis by completing service order requests for radio support services statewide.

1. Service Delivery

- a. The successful Bidders will work under the direction of and report to the State's Contract Administrator or designee.
- b. Prior to beginning any work, the State's Contract Administrator or designee will forward a service order to the successful Bidder to perform the requested services.
- c. The successful Bidder must agree not to begin work until an approved service order has been received.
- d. Successful Bidder must have personnel, tools, equipment, vehicle and supplies available when the service order is received from the State's Contract Administrator.
- e. Successful Bidders shall assign dedicated personnel to OIT in order to maximize their familiarity with OIT radio infrastructure therefore expediting service restoration in the event of problems.
- f. It is not required that the dedicated personnel work full-time on OIT service orders but assigned staff will not be frequently changed in order to achieve this expectation.
- g. Successful Bidders must provide qualified back-up personnel in the event dedicated personnel are out for an extended time.

2. Parts/Materials

- a. Parts/materials provided by the successful Bidders must be priced at a rate of cost-plus percentage mark-up based on original supplier invoice.
- b. At any time, the successful Bidders may be requested to provide the original supplier invoice.
- c. The Department requires successful Bidders to have established accounts with components/parts/materials suppliers.
- d. The Department shall purchase parts and supplies through the bidder.
- e. Express fulfillment of orders may be required at times.

3. Response Time

- a. The Department supports a public safety network and as such must be considered high-priority over other clients for emergency call-in responses.
- b. Successful Bidders must provide emergency response 24/7 to any site the Department is responsible for.
- c. The successful Bidders must respond to requests within one (1) hour of a call being placed by the State, 24/7.
- d. Successful Bidders 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.

- e. The Department considers core business hours to be Monday-Friday 8 a.m. – 5 p.m. and extended hours will be defined as any hours outside core business hours including weekdays, weekends, and state holidays.

4. Travel

- a. Personnel may be required to travel to site locations statewide.
- b. Billing shall apply for one-way travel time incurred by the personnel.
- c. Any allowable mileage will be reimbursed for one-way travel per the rate listed on the State of Maine, [Office of State Controller Travel website](#).
- d. The Department considers Augusta, Maine the “home office”.
- e. The Department will not pay any travel costs associated with daily commute to and from the “home office”.

5. Reporting

The successful Bidders will provide monthly reports to the State within five (5) days of the end of each month. The reports will contain, at a minimum, the following information each month:

- a. Summary by region (North, South, East, West) listing each service order completed:
 - i. Service order number
 - ii. Number of labor hours
 - iii. Labor hour cost
 - iv. Cost of parts/materials
 - v. Travel costs (to be broken down by number of miles traveled & travel hours incurred by personnel one way)
 - vi. Total cost
- b. Detail listing of any problems, issues, and/or any costs that may appear unduly high.
- c. Detail listing of any response time or quality issues, known to the successful bidders, or reported by the State, and their resolutions.

6. Invoicing for Service and Parts/Materials

Successful Bidders must agree to provide a weekly invoice to the state for service orders completed within that week period. The billing will include the assigned contract number and will cross-reference the service order number issued by the state.

7. Security

The successful Bidders, 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 make the decision whether an individual is disqualified to perform work for the State. This background check may also be performed periodically during the course of the awarded contract.

8. Confidentiality

Provider personnel will be privy to information regarding the design, configuration, and support of Maine's radio and network system. Personnel may also hear or see sensitive transmissions which occur through the network.

- a. Successful Bidders must agree to use their 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.
- b. In addition, successful Bidders must agree to take all steps reasonably necessary to prevent information from falling into the public domain or into the possession of unauthorized persons.
- c. All personnel will be required to sign a non-disclosure statement.

B. Radio Support Services

1. Staff

The Department requires successful Bidders to provide skilled radio personnel to respond to service requests. Bidder may propose services for one or more titles.

- a. Radio Communications Mechanic
- b. Radio Communications Technician
- c. Tower Climber
 - i. The Department requires all Tower Climbers to hold Tower Climbing & Rescue Certifications.

2. Service Requests

Below are examples of different types of radio service requests that personnel will be required to perform, but are not limited to:

- a. Vehicle equipment installations at Radio Operations, 66 Industrial Drive, Augusta, and on the road statewide as deemed necessary
- b. Portable and mobile radio programming and repair
- c. Remote site maintenance to include:
 - i. Diagnostics and troubleshooting at tower locations or offsite facility
 - ii. Equipment installation and repair consisting of radios, lights, and general public safety type equipment.
 - iii. Antennae installation and replacement both mobile and tower site
 - iv. Cabling and grounding installation and replacement
 - v. Generator and power system repair and replacement
 - vi. Microwave equipment repair, tuning, and alignment

All work must be performed in accordance with Federal Communications Commission (FCC) and generally accepted industry standards.

PART III KEY RFP EVENTS

A. Questions

1. General Instructions

- a. It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
- b. Bidders and other interested parties should use **Appendix E – Submitted Questions Form** – for submission of questions.
- c. The Submitted Questions Form must be submitted by e-mail and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
- d. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.

2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Division of Procurement Services RFP Page](#). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

B. Amendments

All amendments released in regard to this RFP will also be posted on the following website: [Division of Procurement Services RFP Page](#). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

C. Submitting the Proposal

1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of this RFP, at which point they will be opened. Proposals received **after** the 11:59 p.m. deadline will be **rejected** without exception.
2. **Delivery Instructions:** Email proposal submissions are to be submitted to the State of Maine Division of Procurement Services, via email, to the email address provided on the RFP Cover Page (Proposals@maine.gov).
 - a. Only proposals received by email will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
 - b. Bidders are to insert the following into the subject line of their email submission: **“RFP# 202001021 Proposal Submission”**
 - c. Bidder's proposals are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
 - **File #1: PDF format preferred**
Completed - Proposal Cover Page (**Appendix A**)
Debarment, Performance and Non-Collusion Certification (**Appendix B**)

- **File #2:** *PDF format preferred*
Organization Qualifications and Experience (**Appendix C** and all related/required attachments stated in PART IV, B., Section I.)
- **File #3:** *PDF format preferred*
Proposed Services (and all related/required attachments stated in PART IV, B., Section II.)
- **File #4:** *PDF format preferred*
Cost Proposal (**Appendix D** and all related/required attachments stated in PART IV, B., Section III.)

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section, or to respond to all questions and instructions throughout this document, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team for this RFP, has sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The Department seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

A. Proposal Format

1. All pages of a Bidder's proposal should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
2. The Bidder is asked to be brief and concise in responding to the RFP questions and instructions.
3. All electronic documents should be formatted for printing as formatting will not be adjusted prior to printing and reviewing these documents.
4. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated.
5. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
6. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
7. The Bidder should complete and submit the "Proposal Cover Page" provided in **Appendix A** of this RFP and provide it with the Bidder's proposal. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
8. The Bidder should complete and submit the "Debarment, Performance and Non-Collusion Certification Form" provided in **Appendix B** of this RFP. Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

B. Proposal Contents

Section I Organization Qualifications and Experience

1. Overview of the Organization

The Bidder is to complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in this RFP. The Bidder is also to include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder's stated qualifications and skills.

2. Subcontractors

If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

3. Organizational Chart

Provide an organizational chart of the bidder's organization. The organization chart must include the project being proposed. Each position must be identified by position title and corresponding to the personnel job descriptions and the Staffing Plan provided.

4. Litigation

Attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome. If no litigation will be included, write "none" on submitted attachment.

5. Licensure/Certification

Provide documentation of any applicable licensure/certification or any specific credentials required to provide the proposed services.

6. Certificate of Insurance

Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

Section II Proposed Services

1. Services to be Provided

Discuss the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. Give attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

Section III Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the initial contract. Please use the expected "Initial Period of Performance" dates stated in PART I, D.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

2. Cost Proposal Form Instructions

The Bidder should fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their rates and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

Section I. Organization Qualifications and Experience (40 points)

Includes all elements addressed above in Part IV, B, Section I.

Section II. Proposed Services (30 points)

Includes all elements addressed above in Part IV, B, Section II.

Section III. Cost Proposal (30 points)

Includes all elements addressed above in Part IV, B, Section III.

2. **Scoring Process:** The review team will use a consensus approach to evaluate and score Sections I & II above. Members of the review team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections III, the Cost Proposal, will be scored as described below.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 30 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$(\text{Lowest submitted cost proposal} / \text{Cost of proposal being scored}) \times 30 = \text{pro-rated score}$

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO)

from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. **Negotiations:** The Department reserves the right to negotiate with the successful Bidder(s) to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
2. Notification of contractor selection or non-selection will be made in writing by the Department.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all proposals or to make multiple awards.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: [Chapter 120](#)). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

1. The successful Bidder will be required to execute a State of Maine Service Contract with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services' website at the following link:

[Division of Procurement Services Forms Page](#)

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i): [Chapter 110](#))

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

3. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in this RFP may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder(s) shall act as an independent contractor and not as an agent of the State of Maine.

B. Standard State Agreement Provisions

1. Agreement Administration

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

2. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting

documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

1. **Appendix A** – Proposal Cover Page
2. **Appendix B** – Debarment, Performance and Non-Collusion Certification
3. **Appendix C** – Qualifications and Experience Form
4. **Appendix D** – Cost Proposal Form
5. **Appendix E** – Submitted Question Form

APPENDIX A

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

Bidder's Organization Name:			
Chief Executive - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:			
Tel:		E-mail:	
Headquarters Street Address:			
Headquarters City/State/Zip:			

- 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.

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.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX B

State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFP# 202001021
Radio Support Services

Bidder's Organization Name:	
------------------------------------	--

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

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

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C

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

Bidder's Organization Name:	
------------------------------------	--

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.

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:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Two	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

APPENDIX C (continued)

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

APPENDIX D

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

Bidder's Organization Name:	
Proposed Cost:	\$

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	\$(enter)	\$(enter)
Radio Communications Mechanic (extended after hours)	200	\$(enter)	\$(enter)
Radio Communications Technician (core business hours)	200	\$(enter)	\$(enter)
Radio Communications Technician (extended after hours)	100	\$(enter)	\$(enter)
Tower Climber (core business hours)	200	\$(enter)	\$(enter)
Tower Climber (extended business hours)	100	\$(enter)	\$(enter)
Emergency Response	120	\$(enter)	\$(enter)
	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	(enter) %	\$(enter)
TOTAL COST (sum of all hourly costs and markup cost)			\$(enter)

APPENDIX E

State of Maine
Department of Administrative and Financial Services
SUBMITTED QUESTIONS FORM
RFP# 202001021
Radio Support Services

Organization Name:	
--------------------	--

RFP Section & Page Number	Question

* If a question is not related to any section of the RFP, state "N/A" under "RFP Section & Page Number".
** Add additional rows, if necessary.

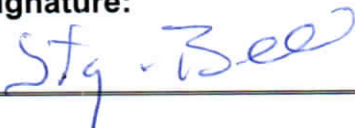
APPENDIX A

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

Bidder's Organization Name:	Yankee CT. Inc. Yankee Communications		
Chief Executive - Name/Title:	Stanley Rusty Bell		
Tel:	207-453-2000	E-mail:	rusty@yankeecommunications.com
Headquarters Street Address:	263 Neck Road		
Headquarters City/State/Zip:	Benton, Maine 04901		
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Proposal - Name/Title:	Stanley Rusty Bell President		
Tel:	207-453-2000	E-mail:	rusty@yankeecommunications.com
Headquarters Street Address:	263 Neck Road		
Headquarters City/State/Zip:	Benton, Maine 04901		

- 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.

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.

Name (Print): Stanley Rusty Bell	Title: President
Authorized Signature: 	Date: March 21, 2020

APPENDIX B

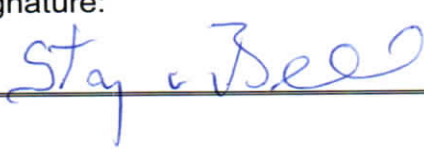
**State of Maine
Department of Administrative and Financial Services
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFP# 202001021
Radio Support Services**

Bidder's Organization Name:	Yankee CT. Inc. Yankee Communications
------------------------------------	--

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

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

Name (Print): Stanley Rusty Bell	Title: President
Authorized Signature: 	Date: March 21, 2020

APPENDIX C

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

Bidder's Organization Name:	Yankee CT. Inc. Yankee Communications
------------------------------------	---------------------------------------

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.

See attached

APPENDIX E

**State of Maine
Department of Administrative and Financial Services
SUBMITTED QUESTIONS FORM
RFP# 202001021
Radio Support Services**

Organization Name:	Yankee CT. Inc. Yankee Communications
---------------------------	---------------------------------------

RFP Section & Page Number	Question

** If a question is not related to any section of the RFP, state "N/A" under "RFP Section & Page Number".*

*** Add additional rows, if necessary.*

APPENDIX D

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

Bidder's Organization Name:	Yankee CT. Inc. Yankee Communications
Proposed Cost:	\$ 504,900

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	\$(55.00)	\$(90,000)
Radio Communications Mechanic (extended after hours)	200	\$(95)	\$(1900)
Radio Communications Technician (core business hours)	200	\$(0)	\$(0)
Radio Communications Technician (extended after hours)	100	\$(0)	\$(0)
Tower Climber (core business hours)	200	\$(0)	\$(0)
Tower Climber (extended business hours)	100	\$(0)	\$(0)
Emergency Response	120	\$(0)	\$(0)
	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	(18) %	\$(413,000)
TOTAL COST (sum of all hourly costs and markup cost)			\$(504,900)



Saturday, March 21, 2020

Section I Organization Qualifications and Experience

• Over View of the Organization:

Yankee Communications was started in 1986 like many other Maine Business were literally on the kitchen table. In the beginning the business was part time servicing small fire departments and individuals. By 1994 Yankee hired its first employee and the 2nd employee was added in 1995.

Over the years Yankee Communications has been involved in many projects with the State of Maine. From 2002 through 2008 Yankee Communications did the vehicle setups for the Department of Inland Fisheries and Wildlife. From 2005 through 2008 Yankee also did the vehicle installations for the Department of Conservation. During these same periods we also did almost all of the Vehicle setups for Central Fleet Management on other agency's vehicles.

1. After the State of Maine added vehicle installations and setups to the responsibilities of OIT Radio Yankee has provided labor to the department every year to assist in the completion of the setup process.
2. Since 2010 Yankee Communications has provided certified tower climbing and rescue personnel to the State to complete projects as needed.
3. In 2012 Yankee was chosen to oversee the installation project for the new Harris Radios in all of the State vehicles state wide.
4. Through 2020 Yankee Communications continues to provide off site labor and vehicle build services to the State of Maine
5. Yankee Communications services public safety communications equipment for 3 Sheriff's departments and multiple municipalities. Our projects include installation and maintenance of simulcast systems as well as console installations and maintenance. We install and service ROIP applications in several locations.



Yankee Communications 263 Neck Road Benton Maine 04901
207-453-2000 Fax 866-536-5243



Saturday, March 21, 2020

- **Organization Location and Licensure**

Yankee CT Inc. is located at 263 Neck Road Benton Maine.

Our Facility is a 5200 Square foot building with installation bay area to accommodate 4 vehicles simultaneously.

6. Insurance Requirements

- **Description of Experience with Similar Projects**

A. Inland Fish & Wildlife. Current contact unknown it was Scott Sawtelle

Over the years Yankee Communications has been involved in many projects with the State of Maine. From 2002 through 2008 Yankee Communications did the vehicle setups for the Department of Inland Fisheries and Wildlife. From 2005 through 2008 Yankee also did the vehicle installations for the Department of Conservation. During these same periods we also did almost all of the Vehicle setups for Central Fleet Management on other agency's vehicles

B. State of Maine OIT Radio Contact Person; John Richards Supervisor OIT Radio,

After the State of Maine added vehicle installations and setups to the responsibilities of OIT Radio Yankee has provided labor to the department every year to assist in the completion of the setup process.

In 2012 Yankee were chosen to oversee the installation project for the new Harris Radios in all of the State vehicles state wide.



Yankee Communications 263 Neck Road Benton Maine 04901
207-453-2000 Fax 866-536-5243



C. Somerset County; Mike Smith 207-474-6419

In 2013 Yankee CT Inc. installed a complete 4 site simulcast system for the County of Somerset. This project included changing all of the transmitters, installing the back bone UHF system to carry the transmissions between sites. This project included tower climbing work installing all of the antenna and cables. All of this equipment was interfaced with the console. During this project we installed an IP link into the Jackman area.

D. Yankee Communications facilitates the installation of equipment in vehicles for Somerset County, Franklin County, Kennebec County, Pittsfield Police, Fairfield, Oakland, Winslow, Belfast, Skowhegan, and Newport Police Departments.

Section II Proposed Services

Yankee CT Inc. is engaged in the business of servicing public safety entities on a daily basis. Our staff is familiar with the needs of Public Safety communications system operators.

We have Heavy duty vehicles 4x4 side by sides and snowmobiles ready to serve our customer's needs.

Yankee Communications has been involved in the process of building and servicing State of Maine vehicles since 2002.



Yankee Communications 263 Neck Road Benton Maine 04901
207-453-2000 Fax 866-536-5243



We will employ no subcontractors to complete the State projects.

3. Organizational Chart:

President:	Stanley W. Bell
Vice President	Selena M. Bell
Video Division Manager	Matthew Nielsen
Installation Shop Manager	Roger Smith

Certificate of Insurance:

Attached



Yankee Communications 263 Neck Road Benton Maine 04901
207-453-2000 Fax 866-536-5243



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2020

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 Cornerstone Insurance Agency, Inc 61 Elm St PO Box 277 Wateville ME 04901	CONTACT NAME: Timothy Martin PHONE (A/C, No, Ext): (207) 872-6529 FAX (A/C, No): (207) 872-6527 E-MAIL ADDRESS: tim@cornerstonefinancial-inc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: New England Excess Exchange	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2033001603 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1001779	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 2,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 2,000,000				
						GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COM/OP AGG \$ 3,000,000	
						Employee Benefits \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of Maine 66 Commerce 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 <div style="text-align: center;"> </div>
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DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF STATE PROCUREMENT SERVICES
STATE OF MAINE

PROCUREMENT JUSTIFICATION FORM (PJF)

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

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

PART I: OVERVIEW				
Department Office/Division/Program:		DAFS/OIT/Radio Services		
Department Contract Administrator or Grant Coordinator:		John E. Richards		
(If applicable) Department Reference #:				
Amount: (Contract/Amendment/Grant)	\$ 0.00	Advantage CT / RQS #:	MA 18P 2006249*169	
CONTRACT	Proposed Start Date:		Proposed End Date:	
AMENDMENT	Original Start Date:	7/1/2020	Effective Date:	7/1/2025
	Previous End Date:	6/30/2025	New End Date:	6/30/2026
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Yankee CT INC 263 Neck RD Benton, ME 04901		
Brief Description of Goods/Services/Grant:		Radio Support Services		

PART II: JUSTIFICATION FOR VENDOR SELECTION			
Check the box below for the justification(s) that applies to this request. (Check all that apply.)			
<input type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input checked="" type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

Please respond to ALL of the questions in the following sections.

PART III: SUPPLEMENTAL INFORMATION

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

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving 8 agencies within Maine State Government.

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.

As a result of limited state resources and the geographical distribution of assets, the Department issued RFP202001021 seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

2. Provide a brief justification for the selected vendor to supplement the response in Part II. Reference the RFP number, if applicable.

Multiple awards were made through the RFP# 2020010212. Yankee scored satisfactory and was awarded a Master agreement. This extension is outside of the Competitive Procurement cycle.

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

Response to competitive RFP# 2020010212.

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

The RFP is currently being worked on for all Radio Support services, but need an extension to provide time to complete the RFP. The Department plans to competitively procure this service with an anticipate contract start date of 7/1/2026.

PART IV: AMERICAN RESCUE PLAN ACT (ARPA) / MAINE JOBS & RECOVERY PLAN (MJRP)

Does this request utilize ARPA/MJRP funds?

☐ Yes, MJRP funds (023) – If Yes, please attach the approved Business Case(s).

☐ Yes, ARPA funds (025) – If Yes, please be aware of the requirements from awarding federal agencies.

☒ No – If No, proceed to Part V.

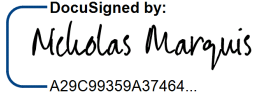
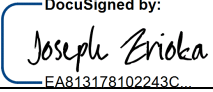
PART V: CONFLICTS OF INTEREST (COI); CONTRACT WITH THE STATE

Maine law contains Conflict of Interest statutes directed to State Departments, State Officers, and Employees Generally under MRS [Title 5, §18](#) and [§18-A](#), in harmony with MRS [Title 17, §3104](#).

☒ The requesting department signatory understands and acknowledges Maine's Conflict of Interest statutes.

PART VI: APPROVALS

The signatures below indicate approval of this procurement request.

Signature of requesting Department's Commissioner (or designee):			
Typed Name:	Nicholas Marquis, Chief Information Officer	Date:	6/2/2025
Signature of DAFS Procurement Official:			
Typed Name:	Joseph Zrioka, Director of IT Procurement	Date:	6/2/2025

State of Maine Procurement Justification Form

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

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

PART I: OVERVIEW

Department Office/Division/Program:		DAFS/OIT/Radio Services		
Department Contract Administrator or Grant Coordinator:		John E. Richards		
(If applicable) Department Reference #:		N/A		
Amount: (Contract/Amendment/Grant)	\$0.00, Based on Usage	Advantage CT / RQS #:	RQS 18B 20200608*1347	
CONTRACT	Proposed Start Date:	7/1/2020	Proposed End Date:	6/30/2021
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Yankee CT. Inc. Yankee Communications 263 Neck Road Benton, ME 04901		
Brief Description of Goods/Services/Grant:		Radio Support Services		

PART II: JUSTIFICATION FOR VENDOR SELECTION

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

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

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

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

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving 8 agencies within Maine State Government.

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.

As a result of limited state resources and the geographical distribution of assets, the Department issued RFP202001021 seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

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

Multiple awards were made through the RFP202001021. Yankee scored satisfactorily. Bid personnel for vehicle install/fit services. Did not bid radio technician or tower services

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

Response to competitive RFP.

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

Re-compete at end of contract/RFP renewal periods.

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:

Frederick Brittain

Date:

6/22/2020

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

Justin Franzose

Date:

6/24/2020



AMENDMENT

DATE: **4/28/2021**ADVANTAGE CONTRACT #: **MA 18P 200624*169**DEPARTMENT AGREEMENT #: **Radio Support Services**AMENDMENT AMOUNT: \$ **0.00, Based on Usage**

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

State of Maine DEPARTMENT

DEPARTMENT: **Administration and Financial Services / Office of Information Technology**Address: **66 Industrial Drive**City: **Augusta**State: **ME**Zip Code: **04333-0147**

PROVIDER

PROVIDER: **Yankee CT Inc.**Address: **263 Neck Rd.**City: **Benton**State: **ME**Zip Code: **04901**Provider's Vendor Customer #: **VC1000097499**

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

Department of **N/A**

Yankee CT Inc.

DocuSigned by:

Rusty Bell

5/18/2021

ED8F0FB0E82845B...

Signature **Representative Name and Title** DateSignature **Rusty Bell, President** DateDepartment of **Administrative and Financial Services, Office of Information Technology**

DocuSigned by:

5/18/2021

052B9AC7F56A489...

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

Amendment rev. July 2019

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

AMENDMENT

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

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 7/1/2020 Current End Date: 6/30/2021 Amendment Start Date: 7/1/2021 New End Date: 6/30/2023 Reason: 2-year extension-1 of contract for radio support services per terms of RFP 202001021. No change in deliverables.
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	Other:	Reason:

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

CODING

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

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

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

State of Maine Procurement Justification Form

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

PART I: OVERVIEW

Department Office/Division/Program:		DAFS / OIT / Radio Services	
Department Contract Administrator or Grant Coordinator:		John Richards	
(If applicable) Department Reference #:			
Amount: (Contract/Amendment/Grant)	\$ Master Agreement	Advantage CT / RQS #:	MA 18P 2006249*169
CONTRACT	Proposed Start Date:		Proposed End Date:
AMENDMENT	Original Start Date:	7-1-2020	Effective Date:
	Previous End Date:	6-30-2021	New End Date:
GRANT	Project Start Date:		Grant Start Date:
	Project End Date:		Grant End Date:
Vendor/Provider/Grantee Name, City, State:		Yankee CT Inc, Benton, ME	
Brief Description of Goods/Services/Grant:		Radio Support Services	

PART II: JUSTIFICATION FOR VENDOR SELECTION

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

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

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

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

The Department is responsible for the oversight and day-to-day maintenance of the State of Maine's two-way radio infrastructure currently serving 8 agencies within Maine State Government.

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

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

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.

As a result of limited state resources and the geographical distribution of assets, the Department issued RFP202001021 seeking firms to provide highly qualified personnel to augment state staff for ongoing radio operations.

This two-year contract extension continues services as authorized and specified in the RFP.

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

Competitive award. RFP 202001021

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

No increase/change in cost and terms of agreement.

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

Issue RFP at end of contract/RFP term.

PART IV: APPROVALS

**Signature of requesting
Department's Commissioner
(or designee):**

By signing below, I signify that I approve of this procurement request.

DocuSigned by:



Printed Name:


052B9AC7F56A489...
Frederick Brittain

Date:

5/17/2021

**Signature of DAFS
Procurement Official:**

DocuSigned by:



Printed Name:

AEED9C7B3A8044E...
Justin Franzose

Date:

5/18/2021